

NHPUC NO. 11 - GAS

LIBERTY UTILITIES (ENERGYNORTH NATURAL GAS) CORP.  
D/B/A

LIBERTY

SUPERSEDING NHPUC No. 10

TARIFF

FOR

GAS SERVICE

Applicable

in

Thirty-five towns in New Hampshire  
served in whole or in part.

(For detailed description, see Service Area)

DATED: August 13, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman  
TITLE: President

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Anthony Strabone III  
TITLE: President

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ISSUED BY: /s/Neil Proudman

Neil Proudman

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## **I. GENERAL TERMS AND CONDITIONS**

### **1 SERVICE AREA**

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

### **2 GENERAL TERMS AND CONDITIONS**

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

### **3 CHARACTER OF SERVICE – EXCLUDING KEENE CUSTOMERS**

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

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

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

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

#### 4 CHARACTER OF SERVICE – KEENE CUSTOMERS

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

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

- B. Determination of Therms.

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

The average BTU of the gas sendout for billing purposes shall be calculated for each billing period using the daily average BTU of propane-air gas produced by the company’s production plant as determined by appropriate gas heat content measurement devices<sup>1</sup> operated by the company. The average BTU so calculated shall be used in determining the therms for monthly bills based on meter readings and the average BTU for the billing period.

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

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

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<sup>1</sup> Typically chromatographs or calorimeters are used for measuring the heat content of gas.

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Neil Proudman  
TITLE: President

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

## 5 CUSTOMER'S INSTALLATION

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

## 6 APPLICATION FOR SERVICE

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

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Neil Proudman  
TITLE: President

company to read its meter will render the user liable for any amount due for service supplied to the premises from the time of the last meter reading of the Company's meter immediately preceding the user's occupancy as shown by the Company's books.

- E. Managed Expansion Program. The Managed Expansion Program targets gas expansion in specific areas that have high potential for demand. Each Managed Expansion Program project includes a Main Extension. Customers under this program avoid a portion or all of a contribution in aid of construction which would otherwise be required absent the Managed Expansion Program.
- F. Managed Expansion Program ("MEP") Premium. The markup for all MEP rates above the rates that would otherwise be applied absent the Managed Expansion Program. The MEP Premium is 30%.

## 7 CREDIT

- A. Prior Debts. Service will not be furnished to former customers until any indebtedness to the Company for previous service has been satisfied.
- B. Deposits. Before rendering or restoring service, the Company may require a deposit subject to the Commission's Rules and Regulations. (See Puc 1200 rules).

## 8 SERVICE AND MAIN EXTENSIONS

- A. Definitions. The following are definitions of terms used in these provisions relative to main and service extensions and are applicable only in the main and service extensions provisions.
  - 1. Service and Main Extensions. Extensions that require the construction of a new gas main and a service from that new main in order to provide requested gas service to a customer.
  - 2. Service Extensions. Extensions from an Existing Gas Main to the point of delivery on the customer's premises.
  - 3. Main Extension. An extension of the new gas main portion of a Service and Main Extension.
  - 4. Existing Gas Main. A main that is installed in the street and through which gas is flowing.
  - 5. Abnormal Costs. Abnormal Costs are service and/or main construction costs that are attributable to frost or ledge (including ditching or backfilling necessitated as a result of the presence of frost or ledge), and/or other conditions not typically encountered in service and/or main construction that are peculiar to the particular service and/or main construction concerned. Abnormal Costs are to be paid by the customer.
  - 6. Extra Footage. The charge (contribution in aid of construction) for Extra Footage is \$55.34 per foot. The charge will be updated annually by calculating the historical average cost per foot for Service Extensions, excluding overheads, for the most recent calendar year and the updated charge shall be effective April 1.
  - 7. Estimated Annual Margin. The Estimated Annual Margin is equal to the estimated revenue to be derived from the monthly Customer Charge and delivery charge to be received from the customer for gas service utilizing the Service and Main Extension or Service Extension during the first twelve (12) months after completion of the extension. The Estimated Annual Margin does not include revenue received by the Company for the cost of gas and local distribution adjustment factor.

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ISSUED BY: /s/Anthony Strabone III

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Anthony Strabone III  
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8. Estimated Cost of Construction. For the purpose of determining the cost of Service and Main Extensions, Estimated Cost of Construction of mains and/or services includes the cost of labor and materials for such construction, and incidental or associated miscellaneous costs, but excluding overheads. Miscellaneous costs include, but are not limited to, meter(s), traffic control and city and town road permits and degradation fees. The customer may perform on-site trenching and backfilling in accordance with the Company's specifications, in which case the Estimated Cost of Construction will be reduced to reflect the costs avoided by the Company as a result of the customer's performance of the work.
- B. Costs of Extensions. In areas where the Company is authorized to operate, subject to the Application for Service provisions of this tariff, service is available as follows:
  1. Residential Service Extensions. Residential Service Extensions up to 100 feet in length will be installed at no charge to customers served under either a (i) residential heating rate; or (ii) a residential non-heating rate provided that such extension is installed during the installation of a Main Extension or during the performance of work on cast iron/bare steel main replacements; unless there are Abnormal Costs associated with such extensions, in which case the customer shall be charged for the Abnormal Costs. For residential Service Extensions in excess of 100 feet, the customer will be charged for the Extra Footage, plus any Abnormal Costs. This Section 7(B)(1) shall apply only to Service Extensions and shall not apply to Service and Main Extensions as described in Section 7(B)(3).
  2. Commercial and Industrial Service Extensions. Commercial and industrial Service Extensions will be installed at no charge to the customer provided that the Estimated Annual Margin is at least one-sixth of the Estimated Cost of Construction of the Service Extension, excluding any Abnormal Costs. If the Estimated Annual Margin is less than one-sixth of the Estimated Cost of Construction, the customer will be required to pay to the Company, in advance, any amount by which the Estimated Cost of Construction of the Service Extension exceeds six times the Estimated Annual Margin. Abnormal Costs are charged separately and are not included in the Estimated Cost of Construction for the purpose of this calculation. This Section 7(B)(2) shall apply only to Service Extensions and shall not apply to Service and Main Extensions as described in Section 7(B)(3).
  3. Service and Main Extensions of Less Than \$1,000,000. The Company shall not commence construction on a Service and Main Extension for which the Estimated Cost of Construction is less than \$1,000,000 until the sum of (i) six times the Estimated Annual Margin for all commercial and industrial customers who have committed to take service, plus (ii) eight times the Estimated Annual Margin for all residential customers who have committed to take service equals or exceeds 25% of the Estimated Cost of Construction.
    - a. Residential. Residential Service and Main Extensions will be installed at no charge to the customer provided that the Estimated Annual Margin is at least one-eighth of the Estimated Cost of Construction of the Service and Main Extensions. If the Estimated Annual Margin is less than one-eighth of the Estimated Cost of Construction, the customer will be required to pay to the Company the difference between the Estimated Cost of Construction and eight times the Estimated Annual Margin, plus any Abnormal Costs.

If the Main Extension will serve more than one location, the Company will calculate the sum of the Estimated Annual Margin from all metered services and the sum of the Estimated Cost of Construction for the Main Extension and all Service Extensions to

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determine whether any payment will be required from the customers to be served. The Company will also include the Estimated Annual Margin and the Estimated Cost of Construction for Service Extensions for all existing premises for which the Company reasonably anticipates will take service, using the assumption that 60% of such premises will take service. If any payment is required, it will be allocated equally among all current metered services that exist as of the date that the Main Extension becomes an Existing Gas Main. Abnormal Costs associated with Main Extensions will be allocated equally among all customers, unless such costs can be attributed to specific customers.

- b. Commercial and Industrial. Commercial and industrial Service and Main Extensions will be installed at no charge to the customer provided that the Estimated Annual Margin is at least one-sixth of the Estimated Cost of Construction of the Service and Main Extensions. If the Estimated Annual Margin is less than one-sixth of the cost of construction of the Service and Main Extensions, the customer will be required to pay to the Company the difference between the Estimated Cost of Construction and six times the Estimated Annual Margin, plus any Abnormal Costs.
- c. If the Main Extension will serve more than one location, the Company will calculate the sum of the Estimated Annual Margin from all metered services and the sum of the Estimated Cost of Construction for the Main Extension and all Service Extensions to determine whether any payment will be required from the customers to be served. The Company will also include in such calculations the Estimated Annual Margin and the Estimated Cost of Construction for Service Extensions for all existing premises for which the Company reasonably anticipates will take service, using the assumption that 60% of such premises will take service. If any payment is required, it will be allocated among all current metered services that exist as of the date that the Main Extension becomes an Existing Gas Main based on each customer's proportional share of the Estimated Annual Margin. Abnormal Costs associated with Main Extensions will also be allocated based on each customer's proportional share of the Estimated Annual Margin, unless such costs can be attributed to specific customers, in which case the costs shall be allocated appropriately to specific customers.
- d. Extensions Serving Customers in More Than One Rate Class. If the Main Extension will serve both residential and commercial or industrial customers, the Company will determine whether a contribution will be required by the customers by calculating the difference between the Estimated Cost of Construction of the Main and Service Extensions and (i) six times the Estimated Annual Margin for all commercial and industrial customers to be served, plus (ii) eight times the Estimated Annual Margin for all residential customers to be served. The Company will also include in the above calculations the Estimated Annual Margin and the Estimated Cost of Construction of Service Extensions for all existing premises for which the Company reasonably anticipates will take service. If the difference described above is positive, the customers will be required to pay to the Company such difference. The amount of payment will be allocated among all metered services that exist as of the date that the Main Extension becomes an Existing Gas Main based on each customer's proportional share of the Estimated Annual Margin. Abnormal Costs associated with Main Extensions will also be allocated based on each customer's proportional share of the Estimated Annual Margin, unless such costs can be attributed to specific customers, in which case the costs shall be allocated appropriately to specific customers.

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Neil Proudman  
TITLE: President

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4. Service and Main Extensions Greater Than or Equal to \$1,000,000. If the cost of the Main Extension equals or exceeds \$1,000,000, then in addition to the requirements specified in Section 7(B)(3), the Company will not commence construction unless a discounted cash flow analysis

demonstrates a positive net present value over a 10-year period of the difference between the Estimated Annual Margin and the revenue requirement associated with the Estimated Cost of Construction.

- A. Failure to Use Installed Gas Service. If a customer fails, within nine months after the date a service is installed under this Section 7, either in whole or in part, to make use of the service, the customer will reimburse the Company for all costs of constructing, removing and retiring the service less any contribution in aid of construction made by the customer for the service, which will be forfeited.
- B. Easements, Etc. The Company is not required to construct extensions other than in public ways unless the customer provides, in advance and without expense or cost to the Company, all necessary permits, consents, authorizations and right-of-way easements, satisfactory to the Company, for the construction, maintenance and operation of the pipeline.
- C. Shortest Distance. Services are run the shortest practical safe distance to the meter location. However, a customer may have the Company install a longer alternate service provided that the customer pays for the extra expense in advance of installation.
- D. Winter Construction. Ordinarily, no new service pipes or main extensions are installed during the winter conditions (when frost is in the ground) unless the customer defrays the extra expenses.
- E. Timing and Refunding of Contribution. Except as otherwise agreed by the Company under unusual circumstances, any required contribution in aid of construction will be made prior to installation by the Company of a service. To help cover the Company's expenses, damages and lost business, if substantial construction of the building or buildings for which gas service has been sought is not commenced by the earlier of (1) November 30th next following submission of the application; or (2) the date when the Company commences construction of the main and service concerned prior to withdrawal of the application, ten percent (10%) of the contribution will be forfeited to the Company and will not be returned to the customer. The balance of the contribution will be refunded if and when the application is withdrawn, or will be applied toward the new contribution if the customer submits a new application for service or subsequently commences construction of the building or buildings. A new application may be submitted at any time.
- F. Reasonable Duration and Non-Discrimination. Under none of the foregoing provisions will the Company be required to install service pipes or to contract main extensions where the business to be secured may not be of reasonable duration or will tend, in any way, to constitute unreasonable discrimination.
- G. Title. Title of all extensions constructed in accordance with the above shall be vested in the Company.
- H. Other Requirements. The Company generally will not approve any application or, if it shall have given such approval, will not proceed or continue with main and/or service construction unless the Company is satisfied

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1. That the final site plans, sub-division plans and plans and specification for building or buildings to be served by the main and/or service concerned, including plans for waste disposal, water and other associated systems and facilities, have been prepared and approved by owner;
2. That all permits, exceptions, approvals and authorizations of governmental bodies or agencies required for construction of such building or buildings and associated systems and facilities have been obtained;
3. That the customer is proceeding or plans promptly to proceed with such construction; and
4. That nothing has occurred or failed to occur which will or is likely to prevent or interfere with such construction.

## 9. INTRODUCTION OF SERVICE

- A. Service Contract. Every applicant for gas service may be required to sign a contract, agreement, or other form then in use by the Company covering the special circumstances of his use of gas and must agree to abide by the rules and regulations and standard requirements of the Company.
- B. Defective Installation. The Company may refuse to connect if, in its judgment, the customer's installation is defective, or does not comply with such reasonable requirements as may be necessary for safety, or is in violation of the Company's standard requirements.
- C. Unsatisfactory Installation. The Company may refuse to connect if, in its judgment, the customer's equipment or use thereof might injuriously affect the equipment of the Company or the Company's service to other customers.

## 10. COMPANY EQUIPMENT ON CUSTOMER'S PREMISES

- A. Meters and Regulators. The Company shall furnish and install, maintain and own, any meter or meters, regulator or regulators required in the supply of service. For certain large customers, the Company shall furnish, install and maintain, at the customer's expense, any remote meter reading equipment to record usage for daily balancing. Such equipment shall remain the property of the Company at all times.
- B. Customer's Responsibility. The customer shall be responsible for safekeeping of the Company's property while on the customer's premises. In the event of injury or destruction of any such property, the customer shall pay the costs of repairs and replacements.
- C. Relocation and/or Replacement of Company Equipment. The original service connection, including piping, meters and all other necessary or incidental equipment, which remains the property of the Company, shall be installed by the Company at its expense unless otherwise expressly provided in this tariff. Subsequent relocation and/or replacement of any such equipment on private property, whether it be for one or more service connections, shall be performed by the Company at the customer's expense unless such work is done at the request of the Company and for its convenience, in which case the Company shall bear the expense.
- D. Protection by Customer. The customer shall protect the equipment of the Company on his premises and shall not permit any persons, except a Company employee having a Company photo identification card or other Company identification, to break any seals upon or do any work on any meter, service supply pipe, or other equipment of the Company located on the customer's premises.
- E. Tampering. In the event the Company's meter or other property is being tampered with or interfered with, the customer being supplied through such equipment shall pay the amount which the Company may

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estimate is due for service used but not registered on the Company's meter and for any repairs or replacements required as well as for costs of inspections, investigations, and protective installation.

- F. Right of Access. The Company's identified employees shall have access to the premises of the customer at all reasonable times for the purpose of reading meters, testing, repairing, removing, or exchanging any or all equipment belonging to the Company.
- G. Ownership and Removal. All equipment supplied by the Company shall remain its exclusive property and the Company shall have the right to remove the same from the premises of the customer at any time after the termination of service for whatever cause.

## 11 SERVICE CONTINUITY

- A. Regularity of Supply. The Company will use reasonable diligence to provide a continuous, regular and uninterrupted supply of service, but should the supply be interrupted by the Company for the purpose of making repairs, changes, or improvements in any part of its system for the general good of the service or the safety of the public, or should the supply of service be interrupted or fail by reason of accident, strike, legal process, state or municipal interference, or any cause whatsoever beyond its control, the Company shall not be liable for damages, direct or inconsequential, resulting from such interruption or failure.
- B. Notice of Trouble. The customer shall notify the office of the Company immediately should the service be unsatisfactory for any reason or should there be any defects, leaks, trouble, or accident affecting the supply of gas.

## 12 CUSTOMER'S USE OF SERVICE

- A. Resale Forbidden. The customer shall not, directly or indirectly, sell, sublet, assign, or otherwise dispose of to others, gas purchased from the Company, or any part thereof, without the consent of the Company. This rule does not apply to a public utility Company purchasing gas in bulk expressly for the purpose of delivering it to others.
- B. Fluctuations. Gas service must not be used in such a manner as to cause unusual fluctuations or disturbances in the Company's supply system. In the case of violation of this rule, the Company may discontinue service or require the customer to modify its installation and/or equip it with approved controlling devices.
- C. Additional Load. The service supply pipe, regulators, meters, and equipment supplied by the Company for each customer have definite capacities. The customer shall notify the Company of substantial changes in service requirements or location of appliances.

## 13 INSPECTIONS

- A. Company's Right to Inspect. The Company shall have the right, but shall not be obliged, to inspect any installation before service is introduced or at any time later and reserves the right to reject any piping or appliances not in accordance with the Company's standard requirements. However, such inspection, failure to inspect, or failure to reject shall not render the Company liable or responsible for any losses or damage resulting from defects in the installation, piping or appliances, from violation of Company rules, or from accidents which may occur upon the premises of the customer.

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#### 14 MEASUREMENT

- A. Supply of Meters. The measurement of gas service shall be by meters furnished and installed by the Company. The Company will select the type and make of metering equipment and may, from time to time, change or alter the equipment. The Company's sole obligation is to supply meters that will accurately and adequately furnish records for billing purposes.
- B. Special Measurements. The Company shall have the right, at its option and its own expense, to place demand meters, pressure gauges, special meters, or other instruments on the premises of any customer for the purpose of determining the adequacy of the Company's service or for making tests of all or any part of the customer's load.

#### 15 METER TESTS

- A. Meter Tests. Meters are tested according to NHPUC Rules and Regulations. (See Puc 500 rules).
- B. Request Tests. The fee for a special request test is \$20.00 when scheduled at the mutual convenience of the Company and the customer; otherwise the amount is \$30.00. (See Puc 500 rules).
- C. Customer's Bill Adjustment. Should any meter fail to register correctly, the quantity of gas consumed will be determined by the Company based on information supplied by the customer and known by the Company subject to NHPUC Rules and Regulations. (See Puc 500 rules).

#### 16 DISCONNECTION BY THE COMPANY

- A. Disconnection by the Company. The Company may disconnect its service to a customer for violation of its rules subject to NHPUC Rules and Regulations. (See Puc 1200 rules).
- B. Non-Payment Shut-Off. The Company may disconnect its service on reasonable notice and remove its equipment in case of non-payment of amounts billed for gas usage.
- C. Shut-Off for Cause. The Company may disconnect its service on reasonable notice if entry or access to its meter or meters is refused, obstructed, or hazardous, or for other violation of the Company's standard requirements.
- D. Safety Shut-Off. The Company may disconnect without notice if the customer's installation has become dangerous or defective.
- E. Defective Equipment. The Company may disconnect without notice if the customer's equipment, or use thereof, might injuriously affect the equipment of the Company or the Company's service to other customers.
- F. Shut-Off for Fraud. The Company may disconnect without notice for abuse, fraud or tampering with the connections, meters or other equipment of the Company.
- G. Reconnection Charge. A reconnection charge is made for reconnection of service discontinued by the Company and is payable in advance in addition to all other amounts due. The reconnection charge is made

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instead of the meter account charge. The amount of the reconnection charge is the same as the comparable meter account charge except when it has been necessary to dig up the service pipe or connection to effect discontinuance of service. In such cases, the reconnection charge is the price of removal and restoration of service pipe or connection.

#### 17. COST OF GAS CLAUSE EXCLUDING KEENE

- A. Purpose. The purpose of this Cost of Gas Clause is to establish procedures that allow the Company, subject to the jurisdiction of the Commission, to adjust, on a semiannual basis, its rates for firm gas sales in order to recover the costs of gas supplies, along with any taxes applicable to those supplies, pipeline and storage capacity, production capacity and storage, bad debt expense associated with purchased gas costs, and the costs of purchased gas working capital, to reflect the seasonal variation in the cost of gas, and to credit to customers receiving firm service from the Company all supplier refunds and capacity release sales.
- B. Applicability. This Cost of Gas Clause ("COGC") shall be applicable to the Company and all firm gas sales made by the Company, unless otherwise designated. The application to the clause may, for good cause shown, be modified by the NHPUC. See Section 17(N), "Other Rules."
- C. Cost of Firm Gas Allowable for COGC. All costs of firm gas including, but not limited to, commodity costs, taxes on commodity, demand charges, local production and storage costs, hedging related costs, other gas supply expense incurred to procure and transport supplies and commodity related bad debt expense, the gas used in Company operations, transportation fees, costs associated with buyouts of existing contracts, and purchased gas working capital may be included in the COGC. Any costs recovered through application of the COGC shall be identified and explained fully in the semiannual filings outlined in Section 17(M).
- D. Effective Date of Cost of Gas Factor. The seasonal Cost of Gas Factor ("COG") shall become effective upon NHPUC approval on the first day of each season as designated by the Company. Unless otherwise notified by the NHPUC, the Company shall submit COG filings as outlined in Section 17(M) of this clause on or before the first business day in September...
- E. Definitions. The following terms shall be defined in this section, unless the context requires otherwise.
1. Bad Debt Expense: The uncollectible expense attributed to the portion of the Company's revenue associated with the recovery of gas costs under this clause.
  2. Capacity Release Revenues: The economic benefit derived from the sale or release of transportation and storage capacity that the Company has under contract.
  3. Carrying Charges: Interest expense calculated on the average monthly balance using the monthly prime lending rate, as reported by the Federal Reserve Statistical Release of Selected Interest Rates, and then added to the end of month balance.
  4. Correction Factor: Seasonal Adjustment necessary to align the peak day volumes used to calculate the Commercial and Industrial load factor ratios with the seasonal Commercial and Industrial High Winter and Low Winter throughput volumes applied to the cost of gas calculations.
  5. Direct Gas Costs: All purchased gas costs including supplier, storage and pipeline demand and commodity costs, as well as the commodity costs for local manufactured gas (Liquid Propane Gas ("LPG") and Liquefied Natural Gas ("LNG")).

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6. Economic Benefit: The difference between the revenues received and the marginal cost determined to serve non-core customers.
7. Inventory Finance Charges: As billed in each Winter Season for annual charges. The total shall represent an accumulation of the projected charges as calculated using the monthly average of financed inventory at the existing or anticipated financing rate through a trust or other financing vehicle.
8. Local Production and Storage Capacity Costs: The costs of providing storage service from the Company's storage facilities (*i.e.*, LNG and LPG) as determined in the Company's most recent rate proceeding.
9. Market Based Allocator ("MBA"): The method used to allocate gas costs among Commercial and Industrial Customer Classifications. These ratios are presented in Section 17(F).
10. Non-Core Commodity Costs: The commodity cost of gas assigned to non-core sales to which the COG is not applied.
11. Non-Core Sales: Sales made under non-traditional off-system sales.
12. Non-Core Sales Margins: The economic benefit derived from non-core transactions to which the COG is not applied, including non-core sales generated from the use of the Company's Gas Supply Resource portfolio.
13. Summer Commodity: The gas supplies procured by the Company to serve firm load in the Summer Season.
14. Summer Demand: The gas supply demand and transmission capacity procured by the Company to serve firm load in the Summer Season.
15. Summer Season: The calendar months May 1 through October 31.
16. Off-System Sales Margin: The economic benefit derived from the non-firm sales of natural gas supplies upstream of Company's distribution system.
17. Winter Commodity: The gas supplies procured by the Company to serve firm load in the Winter Season.
18. Winter Demand: Gas supply demand, peaking demands, storage and transmission capacity procured by the Company to service firm load in the Winter Season.
19. Winter Season: The calendar months November 1 through April 30.
20. PR Allocator: The percentage of annual capacity charges assigned to the Winter Season calculated using the Proportional Responsibility Method.
21. Purchased Gas Working Capital: The allowable working capital derived from Winter Season and Summer Season demand and commodity related costs.

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- F. Approved Cost. The Cost of Gas calculation utilizes information periodically established by the NHPUC. The table below lists the approved costs factors:

Variable	Description	Approved Figure
PS	Production and Storage Capacity	\$3,893,588
WCA%	Working Capital Allowance Percentage	3.91%

Bad Debt % Measurement and Reconciliation Period	COG Recovery Period	Actual Bad Debt Rate	Bad Debt allowed Recovery Rate
May 2010 – April 2011	November 2011 – October 2012	Actual	Actual
May 2011 – April 2012	November 2012 – October 2013	Greater than 2.9%	Actual less 0.4
		2.5% to 2.9%	2.5%
		Less than 2.5%	Actual
May 2012 - April 2013 and each subsequent May – April period thereafter	November 2013 - October 2014 and each subsequent November – October period thereafter	Greater than 3.3%	Actual less 0.8
		2.5% to 3.3%	2.5%
		Less than 2.5%	Actual

If the Company's actual bad debt percentage is reduced to 2.5% or less during any 12 month period, which need not be the same 12 months as the measurement periods defined above, then beginning with the reconciliation filing for the period during which this bad debt percentage was achieved the Company shall thereafter recover its actual gas supply related bad debt on a fully reconcilable basis and the percentages in the table above shall no longer apply. The actual bad debt percentage shall be calculated by dividing the Company's actual net write-offs for the relevant measurement period by its revenue for the same period.

- G. Cost of Gas (COG) Calculations by Customer Class. The COG Formula shall be computed on a semiannual basis for three (3) groups of customer classes as shown on the following table. The computation will use forecasts of seasonal gas costs, carrying charges, sendout volumes, and sales volumes. Forecasts shall be based on either historical data or Company projections, but must be weather-normalized. Any projections must be documented in full with each filing.

The COG for the Residential rate classes shall represent the total system average unit cost of gas of meeting firm sales load, projected in each COG filing. The Commercial & Industrial (C&I) Low Winter (LW) and High Winter (HW) rates will be calculated in the following way: first, the demand unit cost of gas, the sum of purchased and stored gas demand costs divided by projected prorated sales, will be multiplied by the applicable load factor ratio and then multiplied by the correction factor. This adjusted demand factor will then be added to the commodity factor, adjustment factor and indirect cost of gas rate to determine the total COG rates for the C&I LW and HW rate classes. The two load factor ratios shall be derived once a year, for effect every November 1 through October 31, using the ratio of the unit capacity cost of each C&I group to the total system unit capacity cost that is determined in the Company's submittal of its Capacity

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Allocators, for Capacity Assignment purposes, filed with its Winter COG, and as presented in Attachment C of the Delivery Service Terms and Conditions. The Correction Factor aligns the peak day volumes used to calculate the load factor ratios with the seasonal throughput volumes applied to the COG calculations.

GROUP	CUSTOMER CLASSES
Residential	Residential Heating and Non-Heating
Commercial and Industrial: Low Winter Use	G-51 through G-58
Commercial and Industrial: High Winter Use	G-41 through G-46

#### Winter Season Cost of Gas Formula (CGw)

The Winter Season COG shall be comprised of Winter Demand costs, Winter commodity costs, Winter reconciliation costs, Winter working capital reconciliation, Winter bad debt expenses, local production and storage capacity costs, and miscellaneous and A&G costs calculated at the beginning of the Winter Season according to the following formula:

$$CGw = Dw + Cw + Rw + WCRw + BDw + PS + ((MISC + Rbd) \times \frac{W:Sales}{A:Sales})$$

#### Winter Demand Cost (Dw) Formula

$$Dw = DEMw - NCSMw + WCwd - R1d - R2d$$

and:

$$NCSMw = CRRw + OSSMw + SBdw$$

and:

$$WCwd = (DEMw - NCSMw) \times WCA\% \times CC$$

where:

- CGw = The total cost of gas for the Winter Season for the Company's firm sales customers previously defined.
- BDw = Bad Debt expense for the Winter Season.
- Cw = Commodity-related direct gas cost for the Winter Season.
- Dw = The total Winter Demand costs.
- DEMw = Demand Charges allocated to the Winter Season defined in Section 17(E).
- NCSMw = The Non-Core Sales Margins equal to the sum of the Winter Season returnable Capacity Release Revenues, and Off-System Sales Margins.
- WCwd = Working Capital allowable associated with demand charges allocated to the Winter Season as defined in Section 17(K).
- R1d, R2d = Supplier demand-related refunds - The Supplier refunds associated with refund program credits derived from Account 5541-8048, "Undistributed Gas Suppliers' Refunds." See Section 17(I).
- CRRw = The returnable Capacity Release Revenues allocated to the Winter Season. See Section 17(E).

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- OSSMw = The returnable Off-System Sales Margins allocated to the Winter Season. See Section 17(E).
- SBdw = Demand revenues received from Firm Stand-By Sales Service customers in the Winter Season.
- WCA % = Percentage of gas costs equivalent to Working Capital Allowance associated with gas costs. Refer to Section 17(F) for this percentage.
- CC = Monthly interest rate as reported by the Federal Reserve Statistical Release of Selected Interest Rates.
- Rw = Reconciliation Costs – Winter Season deferred gas costs, Account 1920-1740 balance, inclusive of the associated Account 1920-1740 interest, as outlined in Section 17(J).
- WCRw = Working Capital reconciliation adjustment associated with Winter Gas Costs - Account 1163-1422 balance as outlined in Section 17(K).
- PS = The total dollar amount of costs associated with the local production and storage capacity gas less any production and storage capacity assignment revenues. Refer to Section 17(F) for this dollar amount.
- MISC = The total dollar amount of gas costs associated with acquisition, dispatching, Administrative and General expenses and overheads as determined in the Company's most recent rate proceeding. Refer to Section 17(F) for this dollar amount.
- Rbd = Annual Bad Debt Expense reconciliation adjustment - Account 1920-1743 balance
- W:Sales = Forecasted firm sales volumes associated with the Winter Season.
- A:Sales = Forecasted annual firm sales volumes.

**Winter Season Commodity (Cw) Formula**

$$Cw = COMw + FC + WCwc - R1c - R2c$$

and:

$$COMw = WSC - NCCCw - SBcw$$

and:

$$WCwc = (COMw + FC) \times WCA\% \times CC$$

where:

- COMw = Commodity Charges allocated to the Winter Season as defined in Section 17(E).
- FC = Inventory finance charges as defined in Section 17(E).
- WCwc = Working Capital Allowable Associated with commodity charges allocated to the Winter Season as defined in Section 17(K).
- R1c, R2c = Supplier commodity-related refunds - The supplier refunds associated with refund program credits derived from Account 5541-8048, "Undistributed Gas Suppliers' Refunds". See Section 17(I).
- WSC = Commodity charges associated with gas supply sent out in Winter Season as defined in Section 17(E)

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NCCCw = Non-Core Commodity Costs incurred in the Winter Season as defined in Section 17(E).  
SBcw = Winter Season commodity revenues received from Firm Stand-By Gas Supply Service sales customers.  
WCA % = Percentage of gas costs equivalent to Working Capital Allowance associated with gas costs. Refer to Section 17(F) for this percentage.  
CC = Monthly interest rate as reported by the Federal Reserve Statistical Release of Selected Interest Rates.

**Winter Bad Debt (BDw) Formula**

$BDw = BD\% \times (Dw + Cw + Rw + WCRw)$

where:

BDw = Forecasted gas supply cost related Bad Debt Expense calculated for Winter Season.  
BD% = Bad Debt percentage calculated based on a twelve month basis ending April of each year. Refer to Section 17(F) Bad Debt Allowed Recovery Rate for this percentage.  
Dw = Demand related costs in the Winter Season as previously defined.  
Cw = Commodity related costs in the Winter Season as previously defined.  
Rw = Reconciliation Costs – Winter Season deferred gas costs as previously defined.  
WCRw = Winter Season Working Capital Reconciliation adjustment as previously defined.

**Residential Winter Season Cost of Gas (COGwr)**

All residential firm sales customers will pay the same Cost of Gas for the Winter Season. The factor represents the total forecasted Winter Season average cost of gas rate. This factor is calculated according to the following formula:

$COGwr = \frac{CGw}{W:Sales}$

where:

CGw = The total cost of gas for the Winter Season for the Company's firm sales customers previously defined.  
W:Sales = Forecasted sales volumes associated with the Winter Season.  
R = Designates the Residential Heating and Residential Non-Heating customer classes.

**Summer Season Cost of Gas (COG) Formula (CGs)**

The Summer Season COG shall be comprised of Summer demand costs and Summer commodity costs, Summer reconciliation costs, Summer working capital reconciliation, plus a Summer bad debt charge, and a miscellaneous and A&G charge calculated at the beginning of the Summer Season according to the following formula:

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$$CGs = Ds + Cs + Rs + WCRs + BDs + ((MISC + Rbd) \times \frac{S:Sales}{A:Sales})$$

**Summer Demand Cost (Ds) Formula**

$$Ds = DEMs + WCsd - R1d - R2d$$

and:

$$WCsd = DEMs \times WCA\% \times CC$$

where:

A:Sales = Forecasted annual sales volumes.

BDs = Bad Debt Expense for Summer Season.

Cs = Commodity-related direct gas costs for the Summer Season.

CGs = The total cost of gas for the Summer Season for the Company's firm sales customer previously defined.

DEMs = Demand charges allocated to the Summer Season defined in Section 17(E).

MISC = The total dollar amount of gas costs associated with acquisition, dispatching, Administrative and General expenses and overheads as determined in the Company's most recent rate proceeding. Refer to Section 17(F) for this dollar amount.

R1d, R2d = Supplier refunds from pipeline demand charges - The per unit supplier refunds associated with refund program credits derived from Account 5541-8048, "Undistributed Gas Suppliers' Refunds." See Section 17(I).

Rs = Summer Season Reconciliation Costs - Account 1920-1741 balance, inclusive of the associated Account 1920-1741 interest, as outlined in Section 17(J).

S:Sales = Forecasted sales volumes associated with the Summer Season.

WCA % = Percentage of gas costs equivalent to Working Capital Allowance associated with gas costs. Refer to Section 17(F) for this percentage.

CC = Monthly interest rate as reported by the Federal Reserve Statistical Release of Selected Interest Rates.

Rbd = Annual Bad Debt Expense reconciliation adjustment - Account 1920-1743 balance.

WCRs = Working Capital reconciliation adjustment associated with Summer gas costs – Account 1163-1424 as outlined in Section 17(K).

WCsd = Working Capital allowable costs associated with demand costs allocated to the Summer Season as defined in Section 17(K).

**Summer Season Commodity Cost (Cs) Formula**

$$Cs = COMs - NCCCs + WCsc - R1c - R2c$$

and:

$$WCsc = (COMs - NCCCs) \times WCA\% \times CC$$

where:

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- COMs = Commodity charges associated with gas supply sent out in the Summer Season as defined in Section 17(E).
- WCsc = Working Capital allowable costs associated with commodity charges allocated to the Summer Season as defined in Section 17(K).
- R1c, R2c = Supplier refunds from pipeline commodity charges - The supplier refunds associated with refund program credits derived from Account 5541-8048, "Undistributed Gas Suppliers' Refunds."
- NCCCs = Non-core commodity costs incurred in the Summer Season as defined in Section 17(E).
- WCA % = Percentage of gas costs equivalent to Working Capital Allowance associated with gas costs. Refer to Section 17(F) for this percentage.
- CC = Monthly interest rate as reported by the Federal Reserve Statistical Release of Selected Interest Rates.

**Summer Bad Debt (BDs) Formula**

$$\text{BDs} = \text{BD\%} \times (\text{Ds} + \text{Cs} + \text{Rs} + \text{WCRs})$$

where:

- BD% = Bad Debt percentage calculated based on a twelve month basis ending April of each year. Refer to Section 17(F) Bad Debt Allowed Recovery Rate for this percentage.
- BDs = Forecasted gas supply related Bad Debt Expense calculated for Summer Season defined in Section 17(E).
- Ds = Demand related costs in the Summer Season as previously defined.
- Cs = Commodity related costs in the Summer Season as previously defined.
- Rs = Reconciliation Costs – Summer deferred gas costs as previously defined.
- WCRs = Summer Season Working Capital Reconciliation adjustment as previously defined.

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**Residential Summer Season Cost of Gas (COGsr)**

All residential firm sales customers will pay the same cost of gas for the Summer Season. The factor represents the total forecasted Summer Season average cost of gas rate. This factor is calculated according to the following formula:

$$\text{COGsr} = \frac{\text{CGs}}{\text{S:Sales}}$$

where:

CGs = The total cost of gas for the Summer Season for the Company's firm sales customers as previously defined.

S:Sales = Forecasted sales volumes associated with the Summer Season.

R = Designates the Residential Heating and Residential Non-Heating customer classes.

*Commercial and Industrial Winter and Summer Season Cost of Gas*

The Commercial and Industrial customer classes Winter Season Cost of Gas will be based on the Winter Season average cost of gas components used for the Residential Winter Season Cost of Gas. A separate Winter Season Cost of Gas factor will be computed for the low winter use class, Rates G-51, G-52, G-53, G-54, G-55, G-56, G-57, and G-58 and a separate Winter Season Cost of Gas Factor will be computed for the high winter use class, Rates G-41, G-42, G-43, G-44, G-45, and G-46.

The Commercial and Industrial customer classes Summer Season Cost of Gas will be based on the Summer Season average cost of gas components used for the Residential Summer Season Cost of Gas. A separate Summer Season Cost of Gas factor will be computed for the low winter use class, Rates G-51, G-52, G-53, G-54, G-55, G-56, G-57, and G-58 and a separate Summer Season Cost of Gas factor will be computed for the high winter use class, Rates G-41, G-42, G-43, G-44, G-45, and G-46.

These Cost of Gas Factors will be computed by applying ratios to the average demand portion of the Winter and Summer Season's cost of gas unit rate times the correction factor and then adding the remaining Residential average cost of gas unit rate.

These factors are calculated according to the following formulas:

**Low Winter Use (COGwl) Formula Winter Season**

$$\text{COGwl} = \text{RATIOl} \times \text{CFw} \times \text{CGwd} + \text{CGwo}$$

**Low Winter Use (COGsl) Formula Summer Season**

$$\text{COGsl} = \text{RATIOl} \times \text{CFs} \times \text{CGsd} + \text{CGso}$$

and:

$$\text{RATIOl} = \frac{\text{DCcl}}{\text{DDcl}} \div \frac{\text{DCc}}{\text{DDc}}$$

**and:**

**High Winter Use (COGwh) Formula Winter Season**

$$\text{COGwh} = \text{RATIOh} \times \text{CFw} \times \text{CGwd} + \text{CGwo}$$

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**High Winter Use (COGsh) Formula Summer Season**

$$\text{COGsh} = \text{RATIOh} \times \text{CFs} \times \text{CGsd} + \text{CGso}$$

and

$$\text{RATIOh} = \frac{\text{DCch}}{\text{DDch}} \div \frac{\text{DCc}}{\text{DDc}}$$

**and:**

$$\text{CFw} = \frac{(\text{WL:Sales} + \text{WH:Sales})}{(\text{RATIOl} \times \text{WL:Sales}) + (\text{RATIOh} \times \text{WH:Sales})}$$

$$\text{CFs} = \frac{(\text{SL:Sales} + \text{SH:Sales})}{(\text{RATIOl} \times \text{SL:Sales}) + (\text{RATIOh} \times \text{SH:Sales})}$$

$$\text{CGwd} = \frac{\text{Dw}}{\text{W:Sales}}$$

$$\text{CGwo} = \frac{\text{CGw} - \text{Dw}}{\text{W:Sales}}$$

$$\text{CGsd} = \frac{\text{Ds}}{\text{S:Sales}}$$

$$\text{CGso} = \frac{\text{CGs} - \text{Ds}}{\text{S:Sales}}$$

$$\text{DCcl} = \text{Bcl} * \text{PLrate} + (\text{DDcl} - \text{Bcl}) * \text{REMrate}$$

$$\text{DCch} = \text{Bch} * \text{PLrate} + (\text{DDch} - \text{Bch}) * \text{REMrate}$$

$$\text{PLrate} = \text{PL} / \text{PLmdcq}$$

$$\text{REMrate} = \frac{(\text{DCc} - (\text{Bc} * \text{PLrate}))}{\text{DDc} - \text{Bc}}$$

$$\text{DCc} = \frac{(\text{DC} \times \text{DDc})}{\text{DD}}$$

where:

Bc = The daily base load for all the Commercial and Industrial rate classes

Bch = The daily base load for the Commercial and Industrial rate classes G-41, G-42, G-43, G-44, G-45 and G-46.

Bcl = The daily base load for the Commercial and Industrial rate classes G-51, G-52, G-53, G-54, G-55, G-56, G-57 and G-58.

CFs = Summer Season Commercial and Industrial gas cost correction factor.

CFw = Winter Season Commercial and Industrial gas cost correction factor.

CGs = The total cost of gas for the Summer Season for the Company's firm sales customers as previously defined.

CGw = The total cost of gas for the Winter Season for the Company's firm sales customers as previously defined.

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DC =	The annual forecasted pipeline, storage and peaking demand charges plus the total production and storage capacity costs, as stated in Section 17(F).
DCc =	The Commercial and Industrial rate classes pro-rata share of the annual forecasted pipeline, storage, and peaking demand capacity costs.
DCch =	The Commercial and Industrial pro-rata share of the annual forecasted pipeline, storage, and peaking demand capacity costs allocated to Commercial and Industrial High Winter Use rate classes, G-41, G-42, G-43, G-44, G-45, and G-46.
DCcl =	The Commercial and Industrial pro-rata share of the annual forecasted pipeline, storage, and peaking demand capacity costs allocated to the Commercial and Industrial Low Winter Use rate classes, G-51, G-52, G-53, G-54, G-55, G-56, G-57, and G-58.
DD =	Total peak design day determinants.
DDc =	The peak design day determinants allocated for all the Commercial and Industrial rate classes.
DDch =	The peak design day determinants for the Commercial and Industrial rate classes, G-41, G-42, G-43, G-44, G-45, and G-46.
DDcl =	The peak design day determinants for the Commercial and Industrial rate classes, G-51, G-52, G-53, G-54, G-55, G-56, G-57, and G-58.
Ds =	The total Summer Demand charges as defined below.
Dw =	The total Winter Demand charges as previously defined.
PL =	The annual forecasted pipeline only demand charges
PLmdcq =	The maximum daily contract pipeline volume available to the Company.
PLrate =	The pipeline demand rate.
RATIOh =	Ratio of the average high Winter Use class Cost of Gas low load factor demand capacity costs to the total average Commercial and Industrial demand capacity costs.
RATIOl =	Ratio of the average low Winter Use class Cost of Gas high load factor demand capacity costs to the total average Commercial and Industrial demand capacity costs.
REMrate =	The weighted average demand rate for storage and peaking supplies.
S: Sales =	Forecasted sales volumes associated with the Summer Season.
SH:Sales =	Total Winter Season forecasted Commercial and Industrial high winter use sales.
SL: Sales =	Total Winter Season forecasted Commercial and Industrial low winter use sales volumes.
W:Sales =	Forecasted sales volumes associated with the Winter Season.
WH:Sales =	Total Winter Season forecasted Commercial and Industrial high winter use sales.
WL: Sales =	Total Winter Season forecasted Commercial and Industrial low winter use sales volumes.

H. Non-Core Sales Margins ("NCSM"). One hundred percent (100%) of margins from Off-System Sales and all revenues from Capacity Release will be credited to firm sales customers during the winter season through operation of the COG.

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- I. Gas Suppliers' Refunds. Account 5541-8048: Refunds from suppliers of gas, from upstream capacity suppliers and suppliers of product demand are credited to Account 5541-8048, "Commodity and Demand Refunds." Transfers from these accounts will reflect as a credit in the semiannual calculation of the COG to be calculated as follows:

Refund programs shall be initiated with each semiannual COG filing and shall remain in effect for a period of one year. The total dollars to be placed into a given refund program shall be net of over/under-returns from expired programs plus refunds received from suppliers since the previous program was initiated. Refunds shall be segregated by demand and commodity charges and distributed volumetrically, producing per unit refund that will return the principal amount with interest as calculated using the Company's average short-term cost of borrowing for the month to the average of the beginning and end of month balances of refunds. The Company shall track and report on all Account 5541-8048 activities as specified in Section 17(K).

- J. Reconciliation Adjustments – Various Accounts.

1. The following definitions pertain to reconciliation adjustment calculations:

- a. Capacity Costs Allowable per Winter Season Formula shall be:

- (1) Charges associated with upstream storage transmission capacity and product demand procured by the Company to serve firm load in the Winter Season, plus a reallocation of a portion of such charges incurred in the Summer Season to serve firm load.
- (2) Charges associated with peaking, downstream production and storage capacity to serve firm load dispatching costs, and other administrative and general expenses in connection with purchasing gas supplies in the Winter Season from the Company's most recent test year and allocated to firm sales service.
- (3) Non-Core Sales Margins or economic benefits associated with returnable capacity release and off-system sales.
- (4) Credits associated with firm Stand-by Gas Supply Service Monthly Reservation Charges, daily imbalance charges and fixed component of penalty charges billed transportation customers in the Winter peak Season.
- (5) Winter Season Demand Cost carrying charges.

- b. Gas Costs Allowable Per Winter Season Formula shall be:

- (1) Charges associated with gas supplies, including any applicable taxes, purchased by the Company to serve firm load in the Winter Season.
- (2) Credit non-core commodity costs assigned to non-core customers to which the COGC does not apply, as defined in Section 17(H) (NCCCw).
- (3) Inventory finance charges (FC).
- (4) Winter Season commodity cost carrying charges.

- c. Capacity Costs Allowable Per Summer Season Formula shall be:

- (1) Charges associated with transmission capacity and product demand procured by the Company to serve firm load in the Summer Season

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- (2) Credits associated with daily imbalance charges and fixed component of penalty charges billed transportation customers in the Summer Season.
    - (3) Summer Season demand cost carrying charges.
  - d. Gas Costs Allowable Per Summer Season Formula shall be:
    - (1) Charges associated with gas supplies, including any applicable taxes, procured by the Company to serve firm load in the Summer Season.
    - (2) Non-core commodity costs associated with non-core sales to which the COG is not applied, as defined in Section 17(E).
    - (3) Summer Season commodity cost carrying charges.
  - e. Costs Allowable Per Bad Debt Formula shall be:
    - (1) Costs associated with uncollected gas costs, incurred by the Company to serve sales load. Such costs represent the bad debt expense related to the gas supply related write-off of sales customers and will be computed by multiplying actual gas costs by the Bad Debt Allowed Recovery Rate specified in Section 17(F). The reconciliation adjustment each season will be computed as the difference between the actual supply related bad debt revenues and the actual gas costs multiplied by the actual Bad Debt Allowed Recovery Rate as specified in Section 17(F).
    - (2) Account 1920-1743 – Annual Bad Debt, carrying charges.
- 2. Calculation of the Reconciliation Adjustments: These accounts contain the accumulated difference between gas cost revenues and the actual monthly gas costs incurred by the Company. The Company shall separate Account 175 into Winter Season Gas Costs (Account 1920-1740) and Summer Season Gas Costs (Account 1920-1741), Account 1920-1740 shall contain the accumulated difference between revenues toward gas costs calculated by multiplying the Winter Season Gas Cost for each Customer Classification, (COGwr, COGwl and COGwh) times monthly firm sales volumes for each Customer Classification, and the total costs allowable per the Winter Season gas cost formula. Account 1920-1741 shall contain the accumulated difference between revenues toward gas costs calculated by multiplying the Summer Season Gas Cost for each Customer Classification, (COGsr, COGsl and COGsh) times monthly firm sales volumes for each Customer Classification, and the total gas costs allowable per the Summer Season demand formula.

Carrying Charges shall be calculated on the average monthly balance of each subaccount. The interest rate is to be adjusted monthly using the monthly prime lending rate, as reported by the Federal Reserve Statistical Release of Selected Interest Rates.

The annual bad debt reconciliation adjustments Rbd shall be determined for use, incorporating the bad debt balances in Account 1920-1743.

The bad debt account balance contains the accumulated difference between the Bad Debt Allowed Recovery Rate for the applicable period multiplied by the actual gas costs and the actual supply related bad debt revenues for the Winter and Summer COG filings.

The Winter Season reconciliation shall be filed with the NHPUC no later than July 29 of each year.

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The Summer Season reconciliation shall be filed with the NHPUC no later than January 31 of each year.

K. Working Capital Reconciliation Adjustments - Accounts 1163-1422 and 1163-1424.

1. *The following definitions pertain to reconciliation adjustment calculations:*

a. Working Capital Demand Gas Costs Allowable per Winter Season Gas Formula shall be:

- (1) Charges associated with upstream storage, transmission capacity, and product demand procured by the Company to serve firm load in the Winter period, plus a reallocation of a portion of such charges incurred in the Summer Season to serve firm load.
- (2) Carrying charges.

b. Working Capital

- (3) Charges associated with gas supplies, including any applicable taxes, purchased by the Company to serve firm load in the Winter season.
- (4) Non-core commodity costs associated with non-core sales to which the COG is not applied, as defined in Section 17(E).
- (5) Carrying charges.

c. Working Capital Demand Gas Costs Allowable per Summer Season Gas Formula shall be:

- (6) Charges associated with upstream storage and transmission capacity procured by the Company to serve firm load in the Summer Season.
- (7) Carrying charges.

d. Working Capital Commodity Gas Costs Allowable per Summer Season Gas Formula shall be:

- (8) Charges associated with gas supplies, including any applicable taxes, procured by the Company to serve firm load in the Summer Season.
- (9) Non-core commodity costs associated with non-core sales.
- (10) Carrying charges.

e. The Winter and Summer Cost of Gas working capital allowances shall be calculated by applying the Working Capital Allowance Percentage (WCA%) set forth in Section 17(F).

2. Calculation of the Reconciliation Adjustments

- a. Accounts 1163-1422 and 1163-1424 contain the accumulated difference between working capital allowance revenues and the actual monthly working capital allowance cost. The actual monthly working capital allowance shall be calculated by multiplying the actual gas costs times the Working Capital Allowance Percentage (WCA%) set forth in Section 17(F), to the actual Direct Gas Costs allowable.
- b. The Winter Season working capital reconciliation adjustment (WCRw) shall be determined for use in the Winter Season Gas Cost calculations incorporating the Winter Season working

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capital account 1163-1422. A Summer Season working capital reconciliation adjustment (WCRs) shall be determined for use in the Summer Season Gas Cost calculations incorporating the Summer Season working capital account 1163-1424 balance.

- L. Application of COG to Bills: The Company will employ the COGs as follows: The COGs (\$/therm) for each customer group for each season shall be calculated to the nearest hundredth of a cent per unit and will be applied to each customer's monthly sales volume within the corresponding customer classification. The Cost of Gas will be applied to gas consumed on or after the first day of the month in which the cost of gas becomes effective.

M. Information Required to be Filed with the NHPUC.

1. Reconciliation Adjustments: The Company shall file with the NHPUC a seasonal reconciliation of gas costs and gas cost collections containing information in support of the reconciliation calculation set out in Sections 17(J) (2) and 17(K) (2). Such information shall include the complete list of gas costs recoverable through the COGC over the previous season. This seasonal reconciliation shall be filed with the respective seasonal COG reconciliation filing, along with complete documentation of the reconciliation adjustment calculations.

Additionally, information pertaining to the Cost of Gas shall be filed with the NHPUC in accordance with the format established by the NHPUC. Reporting requirements include filing the Company's monthly calculation of the projected over or under-collection with the NHPUC, along with notification by the Company to the NHPUC of any revised COG for the subsequent month, not less than five (5) business days prior to the first day of the subsequent month.

The Company shall file with the NHPUC an annual reconciliation of bad debt expense and bad debt collections containing information in support of the reconciliation calculation set out in Sections 17(J) (1) and 17(J) (2). Such information shall detail the revenues collected as an allowance for bad debt, as well as the actual bad debt expense associated with gas cost recoverable through the COGC over the 12-month period ending April 30th. This annual reconciliation of bad debt expenses shall be filed with the Winter COG reconciliation filing, along with documentation.

2. Commercial and Industrial COG Ratio: The following factors will be filed annually by the Company for informational purposes. Significant changes in these factors signal the need to evaluate the COG ratios. These variables will assist in predicting significant shifting of the MBA-based escalator of gas costs and resulting changes in the COG ratios:
- a. The percentage of load migration from sales to transportation service in the Commercial and Industrial High and Low Winter Use classes.
  - b. The ratio of delivered costs of winter supplies to pipeline delivered supplies.
  - c. The July and August consumption for the Commercial and Industrial High and Low Winter classes as a percentage of their annual consumption.

N. Other Rules.

1. The NHPUC may, where appropriate, on petition or on its own motion, grant an exception from the provisions of this tariff, upon such terms that it may determine to be in the public interest.

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2. The Company may, without further NHPUC action, adjust the approved COG upward or downward monthly based on the Company's calculation of the projected over or under-collection for the period, but the cumulative adjustments upward shall not exceed twenty-five percent (25%) of the approved COG.
  3. The Company may, at any time, file with the NHPUC an amended COG.
  4. The operation of the Cost of Gas Clause is subject to all powers of suspension and investigation vested in the NHPUC.
  5. The Company shall file both seasonal COG filings on or before the first business day in September. The summer portion of the filing will include COG rates effective May 1 of the following year.
- O. Reconciliation Adjustment Accounts.

1163-1422

**Winter Season Gas Working Capital Allowance Reconciliation Adjustment for COGC:** This account shall be used to record the cumulative difference between Winter Season gas working capital allowance revenues and Winter Season gas working capital allowance. Entries to this account shall be determined as outlined in the Cost of Gas Clause.

1163-1424

**Summer Season Gas Working Capital Allowance Reconciliation Adjustment for COGC:** This account shall be used to record the cumulative difference between Summer Season gas working capital allowance revenues and Summer Season gas working capital allowance. Entries to this account shall be determined as outlined in the Cost of Gas Clause.

1920-1740

**Winter Season Gas Cost Reconciliation Adjustment for COGC:** This account shall be used to record the cumulative difference between Winter Season gas revenues and Winter Season gas costs. Entries to this account shall be determined as outlined in the Cost of Gas Clause.

1920-1741

**Summer Season Gas Cost Reconciliation Adjustment for COGC:** This account shall be used to record the cumulative difference between Summer Season gas revenues and Summer Season gas costs. Entries to this account shall be determined as outlined in the Cost of Gas Clause.

1920-1743

**Annual Bad Debt Reconciliation Adjustment for COGC:** This account shall be used to record the cumulative difference between Annual bad debt revenues and annual bad debt costs. Entries to this account shall be determined as outlined in the Cost of Gas Clause.

5541-8048

**Commodity and Demand Refunds:** This account shall be used to record the refunds from upstream commodity supplies and suppliers of product commodity and transfers of credits in the semiannual calculation of the COG as well as to record the refunds from upstream capacity supplies and suppliers of product demand and transfer of credits in the semiannual calculation of the COG. Entries to this account shall be determined as outlined in the Cost of Gas Clause.

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- P. Firm Transportation Cost of Gas Charge. To permit the Company to charge its firm transportation customers with a portion of the cost of gas produced by the Company between November 1 and April 30 of each year, there is a Firm Transportation Cost of Gas Charge (“FTCG”) which applies to all firm transportation billed under this tariff. This volumetric charge is to compensate firm sales customers for the increase in gas costs, through the use of supplemental liquid fuels, attributable to firm transportation customers during the Winter Period.
1. Application. The FTCG will be calculated for the Winter Period, defined as the period from November 1 through April 30. The FTCG will be applied to billings commencing with the first November revenue billing cycle
  2. Purpose. The amount of the FTCG is the estimated liquid costs used for pressure support purposes multiplied by the transportation throughput as a percentage of the total system throughput for the Winter Period. The resulting amount shall be adjusted by the prior period over or under collection, if any, and shall be recovered over the estimated total transportation throughput subject to the FTCG to yield a per therm volumetric charge. The FTCG shall be computed to the nearest one hundredth cent per therm and shown separately on customers' bills. At the conclusion of the Winter Period, the Company will calculate the extent that the FTCG revenues are greater or lesser than actual unit cost. The revenue and liquid costs will be reconciled so that all liquids costs shall be collected from either firm sales or firm transportation customers.
  3. Changes. The amount of the FTCG may be changed within the period whenever the unit cost materially deviates from the anticipated unit cost
  4. Reporting. The Company shall submit to the New Hampshire Public Utilities Commission, on or before the first business day in September, a copy of the FTCG computation. A reconciliation of the prior period under/over collection will be submitted to the New Hampshire Public Utilities Commission no later than July 29.
- Q. Fixed Price Option Program. Fixed Price Option Program. An alternative to the traditional Winter Period cost of gas pricing mechanism may be elected by a residential customer (rates R-1, R-3, R-4, R-5 or R-6) pursuant to the Company’s Fixed Price Option Program (the “Program”). The Company may offer up to 50% of its weather normalized firm sales for the prior Winter Period under the Program. The cost of gas rate offered under the Program will remain fixed for all Winter Period deliveries commencing November 1 and ending April 30. The Company shall submit to the New Hampshire Public Utilities Commission on or before September 1 of each year a copy of the fixed price option computation. Once elected, customers must remain on the Program for the duration of the Winter Period, unless service is terminated. There are no maximum or minimum usage levels. No sign up fees apply.

## 18 COST OF GAS CLAUSE – KEENE DIVISION

- A. Purpose. To permit the Company to charge its customers in the Keene Division with the cost of gas purchased or produced. A cost of gas rate will be applied to all firm gas billed under this tariff as calculated on the appropriate pages.
- B. Application. A cost of gas rate will be calculated for the winter heating period, defined as the period from November 1 through April 30, and a cost of gas rate will be calculated for the summer period, defined as the period from May 1 through October 31.

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The winter cost of gas rate will be applied to billings commencing with the first November revenue billing cycle; the summer cost of gas rate will be applied to billings commencing with the first May revenue billing cycle.

- C. Calculation. The amount of the cost of gas rate is the anticipated unit cost of gas sold.

At the conclusion of each winter and summer period the Company will calculate the extent that cost of gas revenues are greater or less than actual unit costs of gas compared with the anticipated unit costs. The calculated difference (actual gas sales volumes multiplied by the difference between actual and anticipated unit costs) will be carried forward into the computation of the cost of gas rate for the corresponding winter or summer period.

Any excess revenue collected, as determined above, will earn interest as specified by the Commission.

- D. Changes. The cost of gas rate may be adjusted without further Commission action based on the projected over-/under-collection of gas costs, the adjusted rate to be effective the first of the month. Any such rate adjustments may not exceed a maximum rate of 25 percent above the approved rate, but there is no limit on the amount of any rate reductions.
- E. Refunds. When refunds are made to the Company by its suppliers that are applicable to increased charges collected under this provision, the Company will make appropriate refunds to its customers and as the Commission may direct.
- F. Reporting. The Company shall submit to the Commission, at least 30 days prior to the effective date, the proposed winter and summer period cost of gas rate computation. Any monthly adjustments to the cost of gas rate must be filed five (5) business days prior to the first day of the subsequent month (the effective date of the new rate).

The cost of gas rate shall be computed to the nearest one hundredth cent per therm and shown on customers' bills.

- G. Fixed Price Option Program. An alternative to the traditional winter period cost of gas rate mechanism may be elected by the customer pursuant to the Company's Fixed Price Option (FPO) Program. The Company may offer up to 50% of its expected firm sales for the winter period under the FPO Program. The cost of gas charge offered under the FPO Program will remain fixed for all winter period billings commencing November 1 and ending April 30 of the effective winter period. Once elected, customers must remain on the FPO Program for the duration of the winter period unless service is terminated. There are no maximum or minimum usage levels. Customers may enroll in this Program by contacting the Company between the October 1 and October 19 period immediately preceding the effective winter period.

## **19 LOCAL DISTRIBUTION ADJUSTMENT CHARGE AND NORMAL WEATHER ADJUSTMENT**

- A. Purpose. The purpose of the Local Distribution Adjustment Charge ("LDAC" or this "Charge") is to establish procedures that allow the Company, subject to the jurisdiction of the NHPUC, to adjust, on an annual basis, its delivery charges in order to recover the Energy Efficiency charges ("EE"), Revenue Decoupling Adjustment Factor ("RDAF"), , Environmental Surcharges ("ES") including the Relief Holder Surcharge ("RHS") and the Manufactured Gas Program Surcharge ("MGP"), rate case expenses and recoupment ("RCE"), Gas Assistance Program costs ("GAP")

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and any other expenses the NHPUC may approve from time to time. The purpose of the Normal Weather Adjustment (“NWA”) is to establish procedures that allow the Company, subject to the jurisdiction of NHPUC, to calculate and apply, for each customer on a monthly basis, the Normal Weather Factor (“NWF”).

- B. Applicability. The Charge shall be applicable in whole or part to all of the Company's firm sales service and firm delivery service customers. The application of this charge may, for good cause shown, be modified by the NHPUC. See Section 19(K) “Other Rules.” This Clause is applicable to all rates and charges on a Rate Class basis. The application of the CC, RDAF, ES, RCE and GAP is applicable to all terms and therefore the application to all customers, including Managed Expansion Program Customers, is at the same rate per therm as the corresponding non-Managed Expansion Program Customers.

Effective Date.

In order to separate the LDAC procedures and review from the cost of gas (COG) procedures and review, LDAC rates in effect as of October 31, 2023 shall remain in effect through January 31, 2024 for LDAC components RDAF, ES (MGP/GH), RCE, GAP and PTAM. The EE component will change as of January 1, 2023 and January 1, 2024 per RSA 374-F:3 VI a (d)(2). The existing “cost review period” for each LDAC component shall remain as set forth in the Table below. The LDAC “rate reconciliation period” commencing on November 1, 2022 shall run through January 31, 2024 for all LDAC components as set forth in the Table below. The subsequent “rate reconciliation period” shall begin February 1 each year and shall run for twelve-months through January 31 of the following year. The LDAC “recovery period” for the initial fifteen-month rate reconciliation period shall be the twelve-month period of February 1, 2024 through January 31, 2025, as set forth in the Table below. Thereafter, the LDAC recovery period shall be the subsequent twelve-months, beginning on February 1, of each year.

The LDAC shall be filed annually on or before August 20 and proposed to become effective on February 1 of the following year if approved by the NHPUC. In order to minimize the magnitude of future reconciliation adjustments, the Company may request interim revisions to the LDAC rates, subject to NHPUC review and approval.

LDAC Component	Tariff No. 11 Page No(s).	Cost Review Period	Rate Reconciliation Period	LDAC Recovery Period
EE	34-	N/A – Set by Statute	N/A – Set by Statute	1/1/24 – 12/31/24
RDAF	35-39	9/1 – 8/31	11/1/22 – 1/31/24	2/1/24 – 1/31/25
ES (MGP/GH)	39-40	7/1 – 6/30	11/1/22 – 1/31/24	2/1/24 – 1/31/25
RCE	40-41	As approved	11/1/22 – 1/31/24	2/1/24 – 1/31/25
GAP	41-42	11/1 – 10/31	11/1/22 – 1/31/24	2/1/24 – 1/31/25
PTAM	42	4/1 – 3/31	11/1/22 – 1/31/24	2/1/24 – 1/31/25

C. Energy Efficiency Rate.

1. Purpose: The purpose of this provision is to establish a procedure that allows the Company, subject to the jurisdiction of the NHPUC, to adjust, on an annual basis, the Energy Efficiency charge when applicable, to firm sales service and firm delivery service throughput in order to recover from firm customers costs associated with its energy efficiency programs.

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2. Applicability: A conservation charge shall be applied to therms sold or transported by the Company subject to the jurisdiction of the Commission as determined in accordance with the provision of this rate schedule.
3. Calculation of Conservation Charge: The Conservation Charge shall be recovered through the LDAD and set at a level in accordance with RSA 374-F:3, VI-a (d)(2). For the transition period reflected above, the EE rate shall change twice, on January 1, 2023 and January 1, 2024. Thereafter the EE will change once during the twelve-month LDAC period.
4. Effective Date: On or before the first business day in December of each year, the Company shall file with the NHPUC for its consideration and approval, the Company's request for a change in the CC applicable to each Rate Category during the next calendar year, beginning January 1 for the subsequent twelve-month period.

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D. Revenue Decoupling Adjustment Factor.

1. Purpose: Revenue decoupling eliminates the link between volumetric sales and Company revenue in order to align the interests of the Company and customers with respect to changing customer usage by establishing an allowed revenue per customer (“RPC”). The Company is allowed to collect that RPC for the number of actual customers it has in a given month. The purpose of the Revenue Decoupling Adjustment Factor (“RDAF”) is to establish procedures that allow the Company, subject to the jurisdiction of the NHPUC, to adjust, on an annual basis, its rates for firm gas sales and firm transportation in order to reconcile the difference between the Actual Revenue collected and the Allowed Revenue. The purpose of the Normal Weather Adjustment (“NWA”) is to establish procedures that allow the Company, subject to the jurisdiction of the NHPUC, to calculate and apply, for each customer on a monthly basis, the Normal Weather Factor (NWF). The NWA adjusts each customer’s bill for the difference in delivery charges caused by the variation in actual Heating Degree Days (“HDDs”) from normal HDDs during the Winter Period.
2. Effective Date: The RDAF and NWA shall take effect beginning on November 1, 2018, and replace the Lost Revenue Adjustment Mechanism (LRAM) established in Order No. 25,932 (Docket No. DE 15-137). As of November 1, 2022, as reflected on Tariff Page 34, the RDAF and NWA shall remain in effect through January 31, 2024. Thereafter the RDAF and NWA shall take effect beginning on February 1 for a subsequent twelve-month period.
3. Applicability: The Revenue Decoupling Adjustment Factor and NWA shall apply to all of the Company’s firm tariff rate schedules, excluding special contracts, as determined in accordance with the provisions of this RDAF and NWA.
4. Definitions: The following definitions shall apply throughout Section 19D:

Actual Number of Customers is the actual number of Equivalent Bills for the applicable Rate Class for each applicable month of the Decoupling Year.

- a. Equivalent Bill. Customers are billed on different days of the month. To calculate the number of customers in a month for purposes of calculating the Monthly Actual Revenue it is necessary to use Equivalent Bills as a representation for customers. Equivalent Bills are calculated by dividing the number of days in the billing period of each customer’s bill by 30.
- b. Billing Year a/k/a rate reconciliation period is the 12-months commencing February 1 immediately following the completion of the Decoupling Year, with the exception of the 18-month period as illustrated on Tariff Page 34.
- d. Decoupling Year. The first Decoupling Year shall be the 10-month period from November 1, 2018 to August 31, 2019. Each subsequent Decoupling Year shall be the twelve months commencing September 1 through August 31.
- e. Rate Class are customers taking service pursuant to the rate schedules combined as follows: Rates R-1 and R-5, Rates R-3, R-4, R-6, and R-7, Rates G-41 and G-44, Rates G-42 and G-45, Rates G-43 and G-46, Rates G-51 and G-55, Rates G-52 and G-56, Rates G-53 and G-57, and Rates G-54 and G-58.
- f. Customer Class Group (CG) is the group of rate schedules combined for purposes of calculating the Revenue Decoupling Adjustment and the RDAF. The two Customer Class Groups are as follows:

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Neil Proudman  
TITLE: President

Residential Customer Class Group (CG1): defined as both Residential Non-Heating Rate Class and Residential Heating Rate Class, shall consist of all customers taking service pursuant to the Company's residential rate schedules. CG1 shall include customers taking service under rate schedules R-1, R-3, R-4, R-5, R-6 and R-7.

Commercial and Industrial Customer Class Group (CG2): shall consist of all customers taking service pursuant to one of the Company's general service rate schedules, G-41, G-42, G-43, G-44, G-45, G-46, G-51, G-52, G-53, G-54, G-55, G-56, G-57 and G-58.

g. Distribution Revenue is the revenue from the Company's firm sales service and firm delivery service customers and does not include other revenue, special contracts, and all revenues recovered from Cost of Gas filings.

5. Calculation of Revenue Per Customer

a. Definitions:

- i. Initial Approved Revenue is the Distribution Revenue for each Rate Class less MEP Premium revenues, all as approved by Order of the Commission in a rate case, to determine the Commission approved Initial RPC per Rate Class.
  - ii. Incremental Approved Revenue is the amount of any change to the Initial Approved Revenue that is approved by Order of the Commission between rate cases and used to determine the Commission approved Incremental RPC and new Approved RPC.
  - iii. Initial Revenue per Customer ("Initial RPC") is calculated for each Rate Class and approved by Order of the Commission in a rate case.
  - iv. Incremental Revenue per Customer ("Incremental RPC") divides the Incremental Approved Revenue for each Rate Class based on the monthly Equivalent Bills for that Rate Class for the test period associated with the Incremental Approved Revenue. The Incremental RPC is approved by Order of the Commission in a proceeding other than a rate case that results in a permanent adjustment to base distribution rates. Such proceedings may include, but are not limited to, step adjustments, and temporary rates.
  - v. Approved Revenue per Customer ("Approved RPC") is the sum of the Initial RPC per Rate Class and all Incremental RPC's per Rate Class, if any.
- b. A separate RPC is calculated for each month of the decoupling year for each Rate Class using Approved Revenue and Equivalent Bills for each month.
- c. The Initial RPC is set for each month by calculating the Initial Approved Revenue by Rate Class by month from the approved rate schedule rates by Rate Class for that month. The rate schedule rates adjusted for the MEP Premium are multiplied by the appropriate monthly billing units, Equivalent Bills for customer charges, therms for the blocked therm charges, to produce the Initial Approved Revenue by Rate Class by month. The monthly Initial Approved Revenue are then divided by the Equivalent Bills for that month to produce the Initial RPC's for each Rate Class. For the Initial RPC's, the Equivalent Bills and associated blocked therm billing units shall be adjusted by an End of Year Bill Adjustment that reflects the number of customers that received service at the end of the test year.
- d. The Incremental RPC is set for each month by calculating the Incremental Approved Revenue by Rate Class by month from the approved rate schedule rates by Rate Class for that month. The rate schedule rates adjusted for the MEP Premium are multiplied by the appropriate monthly billing units, Equivalent Bills for customer charges, therms for the blocked therm charges, to produce the Incremental Approved Revenue by Rate Class by month. The monthly

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Neil Proudman

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TITLE: President

Initial Approved Revenue are then divided by the Equivalent Bills for that month to produce the Initial RPC's for each. For the Incremental RPC's, the Equivalent Bills and associated blocked therm billing units shall be those bills and units for the test period associated with the Incremental Approved Revenue.

6. Calculation of Normal Weather Adjustment

a. Definitions.

- i. Real-time normal weather adjustment is the difference between actual distribution revenue billed to each customer in each billing cycle for each month or portion thereof during the Winter Period, and what distribution revenue for each customer's bill would have been based on weather normalized therm deliveries for the same period. The resulting charge or credit will be added to or subtracted from each customer's bill at the time the bill is rendered (i.e., "real time").
- ii. Winter Period. The time period from November 1 of a given year through April 30 of the following year inclusive.
- iii. Base Load Factor for each customer is the customer's most recent two-year average daily delivered therms for actual bills rendered for those billing periods that are completely within the June 1 through August 31 calendar period excluding such billing periods that are only partially within the June 1 to August 31 period. If a customer has less than two-year's billing history, then the customer's available history for the months of June through August as defined above will be used to calculate the average daily delivered therms; and if a customer has no billing history for the months of June through August as defined above, then the average daily delivered therms for the calendar months of June through August for the rate schedule under which the customer is served will be used.
- iv. Base Usage for each bill is the current Base Load Factor times the number of days in the billing period.
- v. Heating Usage for each bill is the difference between the actual delivered therms for that bill less the Base Usage for that bill. If the calculated Heating Usage is less than zero, then the Heating Usage for that bill is set equal to zero.
- vi. Heating Degree Days (HDD) for each day is sixty-five (65) minus the average temperature in degrees Fahrenheit for that day. If the calculated HDD is less than zero, then the HDD for that day is set equal to zero.
- vii. Normal Heating Degree Days (Normal HDD) for each day is the thirty-year average HDD for that day.
- viii. Normal Weather Adjustment Slope (NWA Slope) for each bill is the Heating Usage divided by the sum of actual HDD during the billing period.
- ix. Normal Heating Usage for each bill is the NWA Slope times the sum of the Normal HDD for the billing period.
- x. Normal Usage for each bill is the sum of the Base Usage and the Normal Heating Usage.
- xi. Normal Weather Factor (NWF) for each bill is

$$\text{NWF} = \frac{\text{DeliveryCharge}_{\text{Normal}}}{\text{DeliveryCharge}_{\text{Actual}}} - 1$$

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TITLE: President

where Delivery Charge Normal is the calculated delivery charge for Normal Usage for the rate schedule applicable to that bill or portion thereof during the Winter Period and Delivery Charge Actual is the calculated delivery charge for actual delivered therms for the rate schedule applicable to that bill or portion thereof during the Winter Period.

The Normal Weather Adjustment (NWA) for each bill is

$$\text{NWA} = \text{DeliveryCharge}_{\text{Actual}} \times \text{NWF}$$

where Delivery Charge Actual is the calculated delivery charge for actual delivered therms for the rate schedule applicable to that bill or portion thereof during the Winter Period.

7. Application of the NWA to Customer Bills

The NWA charge or credit will be separately stated and added to or subtracted from each bill as applicable. Each bill will have a separate line titled “Normal Weather Adj.,” which line will include the total variable distribution charges, the NWF percentage, and the resulting charge or credit.

8. Calculation of Revenue Decoupling Adjustment and Reconciliation

a. Definitions

- i. Monthly Actual Distribution Revenue is the monthly billed Distribution Revenue less the MEP Premium for that month.
- ii. Monthly Allowed Revenue is the Approved RPC per Rate Class for the applicable month multiplied by the Actual Equivalent Bills for that month.
- iii. Forecasted Throughput Volume is the forecasted firm tariff throughput for a given Customer Group for the Billing Year.
- iv. Revenue Decoupling Accounts (“RDA Accounts”) are the accounts established on the balance sheet for the purpose of recording the Revenue Decoupling Adjustment for each Customer Class Group.

b. Description of Revenue Decoupling Adjustment and Reconciliation

Each month the Company will record a Revenue Decoupling Adjustment in the RDA Accounts in accordance with generally accepted accounting principles. The Revenue Decoupling Adjustment is the difference between the Monthly Allowed Revenue and the Monthly Actual Distribution Revenue. In addition, the reconciliation amounts collected or distributed through the RDAF are also recorded in the RDA Accounts for each Customer Class Group. The RDA Accounts accrue interest on the average monthly balance using the prime lending rate. At the conclusion of each Decoupling Year, the sum of the balance in each of the RDA Accounts for each Customer Class Group shall be used to determine the RDAF for the next Billing Year.

The RDAF to be applied to customers’ bills in the Billing Year is the balance in the RDA Accounts at the end of the Decoupling Year for each Customer Class Group divided by the Forecasted Throughput Volume for that Customer Class Group.

9. Application of the RDAF to Customer Bills

The RDAF (\$ per therm) shall be calculated annually for each Customer Group and shall be truncated at four decimal points per therm. The annual calculated Customer Group RDAF will be applied to the monthly firm tariff throughput for each customer in that particular Customer Group, effective November 1 following the Decoupling Year, with the exception of the initial 18-month period as identified on Tariff Page 34.

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Neil Proudman  
TITLE: President

10. Information to be Filed with the Commission

Information pertaining to the RDAF will be filed annually with the Commission on or before August 20 consistent with the filing requirements of all costs and revenue information included in the LDAC. Such information shall include:

- a. The calculation of the RDA Account Balance at the end of the Decoupling Year.
- b. The calculation of the RDAF for the Decoupling Year by Customer Class Group to be applied to the upcoming Billing Year.
- c. The approved calculation of the RDAF for the previous Billing Year by Customer Class Group.
- d. The calculation for each Commission Approved RPC and the associated Equivalent Bills for the Initial RPC and each Incremental RPC.

E. Environmental Surcharges ("ES") Allowable for LDAC.

1. Purpose: In order to recover expenditures associated with former manufactured gas Programs, there shall be an ES Rate applied to all firm volumes billed under the Company's delivery service charges.
2. Applicability: An annual ES Rate shall be calculated effective every February 1 for the annual period of February 1 through January 31, with the exception of the initial 18-month period identified on Tariff Page 34. The annual ES rate will be filed with the Company's Winter season Cost of Gas and LDAC filing, and subject to review by the Commission. The annual ES rate shall be applied to firm sales and to firm delivery throughput as a part of the LDAC. Special contract customers are exempt from the ES.
3. Costs Allowable: All approved environmental response costs associated with manufactured gas Programs may be included in the ES Rate

The total annual charge to the Company's customers for environmental response costs during any annual ES recovery period shall not exceed five percent (5%) of the Company's total revenues from firm gas sales and delivery throughput during the preceding twelve (12) month period ending June 30. The total annual charge shall represent the ES expenditures reflected in the calculation of the ES Rate to be in effect for the upcoming twelve-month period, November 1 through October 31, with the exception of the initial 18-month period identified on Tariff Page 34. If this recovery limitation results in the Company recovering less than the amount that would otherwise be recovered in a particular ES Recovery Year, then the Company would defer this unrecovered amount, with interest, calculated monthly on the average monthly balance, until the next recovery period in which this amount could be recovered without violating the 5% limitation. The interest rate is to be adjusted monthly using the monthly prime lending rate, as reported by the Federal Reserve Statistical Release of Selected Interest Rates.

Effective Date: On or before August 20 each year, the Company shall file with the NHPUC for its consideration and approval, the Company's request for a change in the ES applicable to all firm sales and firm delivery service throughput for the subsequent twelve-month period, with the exception of the initial 18-month period identified on Tariff page 34.

4. Definitions:

Environmental Response Costs shall include all costs of investigation, testing, remediation, litigation expenses, and other liabilities relating to manufactured gas Program sites, disposal sites, or other sites onto which material may have migrated, as a result of the operating or decommissioning of New Hampshire gas manufacturing facilities. These costs shall include the costs of the closure of the Relief Holder and pond at Gas Street, Concord, NH. The ES shall also include the expenses incurred by the Company in pursuing insurance and third-party claims and any recoveries or other benefits received by the Company as a result

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6. Reconciliation Adjustments. On or about August 20, as part of the Winter Period COG, the Company shall calculate the difference between (a) the revenues derived by multiplying firm sales and delivery throughput by the ES Rate, and (b) the historical amortized costs approved for recoveries in the prior Annual (twelve-month) ES Recovery Period, with the exception of the initial 18-month period identified on Tariff Page 34. Account 1920-1863 shall contain the cumulative difference and the Company shall file the reconciliation with its annual LDAC filing .
  7. Calculation of the ES: The ES Rate calculated annually consists of one-seventh of actual response costs incurred by the Company in the twelve-month period ending June 30 of each year until fully amortized (over seven years). Any insurance and third-party recoveries or other benefits for the twelve month period ending June 30 shall be applied to reduce the unamortized balance, shortening the amortization period. The sum of these amounts is then divided by the Company's forecast of total firm sales and delivery throughput for the upcoming twelve months of November 1 through October 31, with the exception of the 18-month period identified on Tariff Page 34 during which costs incurred shall extend beyond June 30 through January 31, 2024.
  8. Application of ES to Bills: The annual ES Rate shall be calculated to the nearest one one-hundredth of a cent per therm and shall be applied to the monthly firm gas sales and firm delivery service throughput by being included in the determination of the annual LDAC, and also shall be included in the Distribution Adjustment of the Delivery Charges of each firm customer's bill.
- F. Expenses Related to Rate Cases/Temporary Rate Reconciliation Allowable for LDAC.
1. Purpose: The purpose of this provision is to establish a procedure that allows the Company to adjust its rates for the recovery of NHPUC-approved rate case expenses and the reconciliation of temporary rates.
  2. Applicability: The Rate Case Expenses/Temporary Rate Reconciliation ("RCE") shall be applied to all firm tariffed customers. The RCE will be determined by the Company, as defined below.
  3. Rate Case Expenses Allowable for LDAC: The total amount of the RCE will be equal to the amount approved by the Commission.
  4. Effective Date of Rate Case Expense Charge: The effective date of the RCE will be determined by the NHPUC in an individual rate proceeding.
  5. Definition: The RCE includes all rate case-related expenses approved by the NHPUC. This includes legal expenses, costs for bill inserts, costs for legal notices, consulting fees processing expenses, and other approved expenses. The temporary Rate reconciliation will include the variance between the delivery revenues obtained from the rates prescribed in the temporary rate order and the delivery revenues obtained from the final rates approved by the NHPUC.
  6. Rate Case Expense/Temporary Rate Reconciliation (RCE) Factor Formulas: The RCE will be calculated according to the Commission Order issued in an individual proceeding to establish details including the number of years over which the RCE shall be amortized and the allocation of recovery among rate classes. In general, the RCE Factor will be derived by dividing the annual portion of the total RCE, plus the RCE Reconciliation Adjustment, by forecast firm annual throughput.
  7. Reconciliation Adjustments: Account 1930-1745 shall contain the accumulated difference between revenues toward Rate Case Expenses as calculated by multiplying the Rate Case Expense Factor ("RCEF") times the appropriate monthly volumes and Rate Case Expense allowed, plus carrying charges.

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At the end of the recovery period, any under or over recovery will be included in an active LDAC component, as approved by the Commission.

8. Application of RCE to Bills: The RCE (\$ per therm) shall be calculated to the nearest one one-hundredth of a cent per therm and shall be applied to the monthly firm gas sales and firm delivery service throughput by being included in the determination of the annual LDAC, and also shall be included in the Distribution Adjustment of the Delivery Charges of each firm customer's bill.
9. Information to be Filed with the NHPUC: Information pertaining to the RCE will be filed with the NHPUC consistent with the filing requirements of all cost and revenue information included in the LDAC. The RCE filing will contain the calculation of the new RCE and will include the updated RCE reconciliation balance.

G. Recoverable Gas Assistance Program Costs.

1. Purpose: The purpose of this provision is to establish a procedure that allows the Company, subject to the jurisdiction of the NHPUC, to recover the revenue shortfall (costs) associated with customers participating in the Gas Assistance Program ("GAP"). Such costs, as well as associated administrative and marketing costs shall be recovered by applying a GAP rate to all firm sales and transportation service throughput.
2. GAP Rate shall be applied to all firm sales and transportation tariff customers. The GAP Rate shall be filed with the Company's annual LDAC filing and shall be determined annually by the Company and be subject to review and approval by the Commission.

Effective Date: As part of the annual LDAC filing on or before August 20, for its consideration and approval, the Company's request for a change in the GAP Rate applicable to all firm sales, delivery and transportation service throughput for the subsequent twelve-month period commencing with the calendar month of February, with the exception of the initial 18-month period as described on Tariff Page 34.

3. GAP Costs Allowable for LDAC: The costs to be recovered through the GAP Rate shall comprised of the revenue shortfall calculated by forecasting the number of customers enrolled in the GAP and the associated volumetric billing determinants for the upcoming annual recovery period and applying those billing determinants to the difference between the regular and reduced gas assistance program residential base rates, plus the GAP discount applied to the cost of gas, administrative, marketing and startup costs. The GAP Rate shall be calculated by dividing the resulting costs, plus any prior period reconciling adjustment, by the forecast of annual firm sales and transportation service throughput, with the exception of the initial 18-month period as described in Tariff Page 34.
4. GAP Factor Formula

$$GAPF = \frac{GAP}{A} + \frac{A_{GAP}}{A}$$

A: TPev  
where:

A: TPev Forecast Annual Throughput Volumes of all firm sales and transportation tariffed customers eligible to receive firm delivery-only service from the Company.

GAP GAP costs comprising of the revenue shortfall associated with customer participation, plus administrative, marketing, IT and start-up costs.

RA<sub>GAP</sub> GAP Reconciliation Adjustment - Account 1169-1756, inclusive of the associated Account 1169-1756 interest, as outlined in Section 19(G)(6).

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Neil Proudman

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TITLE: President

6. Reconciliation Adjustments: Prior to the Company's annual LDAC filing, the Company will calculate the difference between (a) the revenue derived by multiplying the actual firm sales and delivery service throughput by the GAP Rate through October 31, and (b) the actual costs of the program which consists of (1) the revenue shortfall calculated by applying the actual billing determinants of the GAP classes to the difference in the regular and reduced residential base rates and cost of gas rates in effect for the annual reconciliation period and (2) the GAP discount applied to the cost of gas, start-up, administrative and marketing costs associated with implementing the program, plus carrying charges calculated on the average monthly balance using the monthly prime lending rate, as reported by the Federal Reserve Statistical Release of Selected Interest Rates. The combined costs will then be recorded in the deferred GAP account 1169-1756. The Company shall file the reconciliation with its COG filing on or about August 20 each year.

H. Property Tax Adjustment Mechanism (PTAM).

1. Purpose: The purpose of this provision is to establish a procedure that allows the Company, subject to the jurisdiction of the NHPUC, to recover the revenue shortfall (costs) associated with Actual municipal property taxes from the property tax bills received in the prior calendar year as compared to the amount of municipal property taxes. At the end of the corresponding April 1 through March 31 property tax year and any over- or under-recoveries are adjusted annually through the PTAM. The PTAM is based on a full reconciliation with monthly compounded interest for any over- or under-recoveries occurring in prior year(s). Interest is calculated at the prime rate, fixed on a quarterly basis and established as reported in the Wall Street Journal on the first business day of the month preceding the calendar quarter ("Prime Rate").
2. The PTAM Rate shall be applied to all firm sales and transportation tariff customers. The PTAM Rate shall be filed with the Company's annual LDAC filing and shall be determined annually by the Company and be subject to review and approval by the Commission, with the exception of the initial 18-month period, identified on Tariff Page 34.
3. Effective Date: As part of the annual LDAC filing, the Company shall file with the NHPUC for its consideration and approval the Company's request for a change in the PTAM Rate applicable to all firm sales, delivery and transportation service throughput for the subsequent twelve-month period commencing with the calendar month of February, with the exception of the initial 18-month period, identified on Tariff Page 34
4. Reconciliation Adjustment: At the end of the corresponding April 1 through March 31 property tax year, the over- or under-recoveries are adjusted annually through the PTAM. The PTAM is based on a full reconciliation with monthly compounded interest for any over- or under-recoveries occurring in prior year(s). Interest is calculated at the prime rate, fixed on a quarterly basis and established as reported in the Wall Street Journal on the first business day of the month preceding the calendar quarter ("Prime Rate"). With the exception of the initial 18-month period, identified on Tariff page 34.

- J. Local Distribution Adjustment Charge Formulas. The LDAC shall be calculated on an annual basis, by customer, by summing up the various factors included in the LDAC, where applicable, with the exception of the initial 18-month period as described on Tariff Page 34.

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LDAC Formula

$LDAC^X = EE^X + RDAF^X + PTAM^X + ES + RCE + GAP$  and:

$ES^X = RHS + MGP$

where:

$LDAC^X$  = Annualized class specific LDAC.

$EE^X$  = Annualized class specific EE Charge.

$RDAF^X$  = Annualized class specific RDAF.

$PTAM^X$  = Property Tax Adjustment Mechanism.

$ES$  = Total firm annualized ES.

$RHS$  = Annualized charge to recover the costs of the closure of the Relief Holder at Gas Street, Concord, NH

$MGP$  = Annualized charge to cover the remediation costs related to former manufactured gas plants.

$RCE$  = Rate Case Expense Factor.

$GAP$  = Gas Assistance Program Rate

- K. Application of LDAC to Bills. The component costs comprising the LDAC (\$ per therm) shall be calculated to the nearest one one-hundredth of a cent per therm and shall be applied to the monthly firm sales and firm delivery service throughput in accordance with the table shown in Section 19(B).
- L. Other Rules.
1. The NHPUC may, where appropriate, on petition or on its own motion, grant an exception from the provisions of these regulations, upon such terms that it may determine to be in the public interest.
  2. Such amendments may include the addition or deletion of component cost categories, subject to the

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Neil Proudman  
TITLE: President

- review and approval of the NHPUC.
3. The Company may implement an amended LDAC with the NHPUC approval at any time.
  4. The NHPUC may, at any time, require the Company to file an amended LDAC.
  5. The operation of the LDAC is subject to all powers of suspension and investigation vested in the NHPUC.

M. Amendments to Uniform System of Accounts

- 1163-1755 **Energy Efficiency Reconciliation Adjustment**: This account shall be used to record the cumulative difference between the sum of DSM and/or EE Expenditures incurred by the Company plus the sum of DSM and/or EE Repayments and the revenues collected from customers pursuant to this charge with respect to a given Rate Category. Entries to this account shall be determined as outlined in the Local Distribution Adjustment Charge, 17(C).
- 1920-1863 **Environmental Response Costs Reconciliation Adjustment**: This account shall be used to record the cumulative difference between the revenues toward environmental response costs as calculated by multiplying the ES times monthly firm sales volumes and delivery service throughput and environmental response costs allowable per formula. Entries to this account shall be determined as outlined in the Local Distribution Adjustment Charge, 17(E).
- 1930-1745 **Rate Case Expense/Temporary Rates Reconciliation Adjustment**: This account shall be used to record the cumulative difference between the recovery and actual amounts of third-party incremental expenses associated with the Company's Rate Case initiatives and the difference between the final and temporary distribution rates. Entries to this account shall be determined as outlined in the Local Distribution Adjustment Charge, 17(F).
- 1169-1756 **Gas Assistance Program Reconciliation Adjustment**: This account shall be used to record the cumulative difference between the actual revenue derived from the actual sales and transportation service throughput multiplied by the GAP rate and the actual costs of the program, which consists of the revenue shortfall and all administrative and marketing costs, as outlined in the Local Distribution Adjustment Charge, 17(G).
- 1168-1823 **Revenue Decoupling Adjustment Factor**: The RDA Accounts shall be used to record the difference between Actual Revenue and Allowed Revenue as well as the RDAF Revenue and associated interest as described in 17(D).
- 1168-1828 **Property Tax Adjustment Mechanism**: The PTAM Account shall be used to record the difference between actual revenue and approved revenue as well as interest as described in 17(H).

**20 SUPPLY & CAPACITY SHORTAGE ALLOCATION POLICY**

A. DEFINITIONS

The following are definitions of terms used in this subsection and applicable only to this subsection:

1. **Residential**: Service to customers which consists of direct natural gas usage in a residential dwelling for space heating, air conditioning, cooking, water heating and other residential uses.
2. **Commercial**: Service to customers engaged primarily in the sale of goods or services including institutions and local, state and federal government agencies for uses other than those involving manufacturing or electric power generation.
3. **Industrial**: Service to customers engaged primarily in a process which creates or changes raw or

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unfinished materials into another form or product including the generation of electric power.

4. Large Volume: Service to large commercial and industrial customers with an annual gas load greater than 200,000 therms.

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Neil Proudman

TITLE: President

unfinished materials into another form or product including the generation of electric power.

4. Large Volume: Service to large commercial and industrial customers with an annual gas load greater than 200,000 therms.
5. Seasonal: Service available from April 1 to October 31 to all customers using gas to replace some other fuel or gas for air conditioning purposes.
6. Firm Sales Service: Service from schedules or contracts under which seller is expressly obligated to supply and deliver specific volumes within a given time period and which anticipates no interruptions, but which may permit unexpected interruption in case the supply to higher priority customers is threatened.
7. Firm Transportation Service: Service from schedules or contracts under which seller is expressly obligated to deliver specific third-party volumes within a given time period and which anticipates no interruptions, but which may permit unexpected interruption in case the supply to higher priority customers is threatened.
8. Plant Protection Gas: Is defined as minimum volumes required to prevent physical harm to the plant facilities or danger to plant personnel, when such protection cannot be afforded through the use of alternate fuel. This includes the protection of such material in process as would otherwise be destroyed, but shall not include deliveries required to maintain plant production. For the purpose of this definition, propane and other gaseous fuels shall not be considered alternate fuels.
9. Seasonal: Service available from April 1 to October 31 to all customers using gas to replace some other fuel or gas for air conditioning purposes.
10. Firm Sales Service: Service from schedules or contracts under which seller is expressly obligated to supply and deliver specific volumes within a given time period and which anticipates no interruptions, but which may permit unexpected interruption in case the supply to higher priority customers is threatened.
11. Firm Transportation Service: Service from schedules or contracts under which seller is expressly obligated to deliver specific third-party volumes within a given time period and which anticipates no interruptions, but which may permit unexpected interruption in case the supply to higher priority customers is threatened.
12. Plant Protection Gas: Is defined as minimum volumes required to prevent physical harm to the plant facilities or danger to plant personnel, when such protection cannot be afforded through the use of alternate fuel. This includes the protection of such material in process as would otherwise be destroyed, but shall not include deliveries required to maintain plant production. For the purpose of this definition, propane and other gaseous fuels shall not be considered alternate fuels.
13. Feedstock Gas: Is defined as natural gas used as a raw material for its chemical properties in creating an end product.
14. Process Gas: Is defined as gas use for which alternate fuels are not technically feasible such as in applications requiring precise temperature controls and precise flame characteristics. For the purpose of this definition, propane and other gaseous fuels shall not be considered alternate fuels.
15. Boiler Fuel: Is considered to be natural gas used as a fuel for the generation of steam or electricity including the utilization of gas turbines for the generation of electricity.

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TITLE: President

16. Alternate Fuel Capabilities: Is defined as a situation where an alternate fuel could have been utilized whether or not the facilities for such use have actually been installed, provided however, where the use of natural gas is for plant protection, feedstock or process uses and the only alternate fuel is propane or other gaseous fuel, then the consumer will be treated as if he had no alternate fuel capability.

17. Policy

In the event that, due to gas supply restrictions or capacity constraints, the Company is unable to deliver the total requirements of its firm, sales or transportation rate customers, the available volumes of gas will be allocated to the Company's firm rate customers in accordance with the provisions of this policy. In the event that the Company, during a curtailment or interruption, requires emergency gas, and takes the gas of the customer, customer shall be compensated for such emergency gas at the customer's alternate cost of fuel as demonstrated to the reasonable satisfaction of the Company.

As curtailment becomes necessary through each succeeding category, the Company will implement full or partial curtailment of a customer, or by groups of customers, taking into consideration customer load characteristics, the Company's delivery system design and Company load characteristics in a manner which is believed to be in the best interests of customers in general.

18. Priorities

Firm rate customers shall be serviced according to the following preference categories with the first and each succeeding category having preference over the succeeding categories:

1. Company use for fuel and lost and unaccounted for gas.
19. Firm sales or transportation service for high priority residential uses including apartment buildings and other multi-unit buildings, small commercial establishments using less than 50 DT on a peak day, schools, hospitals, police protection, fire protection, sanitation facilities and correctional facilities
20. Firm sales or transportation service for essential agricultural uses, as defined by the Secretary of Agriculture, for full food and natural fiber production, process and feedstock use for fertilizer and agricultural chemicals,

DATED: January 31, 2022

EFFECTIVE: August 1, 2021

ISSUED BY: /s/Neil Proudman  
Neil Proudman  
TITLE: President

21. Firm sales or transportation service for large commercial requirements (50 DT or more on a peak day), firm industrial requirements for plant protection, feedstock and process needs and firm industrial sales up to 300 DT per day.
22. Firm sales or transportation service for all industrial requirements not specified in (2), (3), (4), (6), or (7).
23. Firm sales or transportation service including the transportation for industrial requirements for boiler fuel use at less than 1,500 DT per day, but more than 300 DT per day, where alternate fuel capabilities can meet such requirements.
24. Firm sales or transportation service including transportation for industrial requirements for large volume (1,500 DT or more per day) boiler fuel use where alternate fuel capabilities can meet such requirements.
25. Storage Injection: Within each category, storage injection required to meet the needs of higher priorities may be given preference over all other uses within that category.
26. Penalty: For all unauthorized volumes of gas taken by a customer, the customer shall pay the Company a penalty of five times the daily index for each therm taken. Such penalty shall be added to the regular rates in effect. The Company shall have the right, without obligation, to waive any penalty for unauthorized use of gas, if on the day when the penalty was incurred deliveries to other of the Company's customers were not adversely affected. Continued unauthorized use, at the sole discretion of the Company, may result in termination of service.

DATED: January 31, 2022

ISSUED BY: /s/Neil Proudman

Neil Proudman

EFFECTIVE: August 1, 2021

TITLE: President

## II. RATE SCHEDULES

### **1 RESIDENTIAL NON-HEATING RATE: CLASSIFICATION NO. R-1**

#### Availability

This rate is available to all residential customers who do not have gas space heating equipment, who consume less than 80% of their normal usage in the six winter months of November through April and whose usage does not exceed 100 therms in any winter month. Available for use which is separately metered and billed for each dwelling unit. Availability is limited to use in locations served by the Company's mains and for which the Company's facilities are adequate.

#### Character of Service

Natural gas or equivalent will be supplied at a thermal content of nominally one (1) therm in each one hundred (100) cubic feet.

#### Delivery Charge

**Customer Charge Per Meter:** \$0.5587 per day or \$16.76 per 30 day month

**Winter Period:** All therms per 30 day month at \$0.5025 per therm

**Summer Period:** All therms per 30 day month at \$0.5025 per therm

The above rates shall be adjusted to reflect the recovery of all applicable taxes. The Winter Period shall be the months of November through April inclusive. The Summer Period shall be the months of May through October inclusive.

#### Cost of Gas Charge

All gas delivered under this rate is subject to a per therm cost of gas rate. The cost of gas rate is not included in the delivery charge presented above. Refer to the Firm Rate Schedules which present both the delivery charge and cost of gas rates.

#### Other Charges for Delivery Service

The customer must also pay such charges and adjustments as are set forth in the Company's Local Distribution Adjustment Charge, as in effect from time to time and on file with the Commission. The delivery charges presented above are exclusive of these charges. Refer to the Firm Rate Schedules which present both the delivery charge and the LDAC rates.

#### Meter Account Charge

When the Company establishes or re-establishes a gas service account for a customer at a meter location, a meter account charge is incurred in addition to all other charges. The meter account charge is \$20.00 when the visit to the meter location is scheduled at the mutual convenience of the Company and the customer. Otherwise, the charge is \$30.00.

#### Terms and Conditions

Meters are read and bills are presented monthly. In the event a meter reader is unable to obtain a meter reading, an estimated bill will be rendered to the customer.

Amounts not paid prior to the due date; normally the next following meter reading date and a date not less than twenty-five (25) days from the date the bill is mailed - are subject to a late payment charge of one and one-half percent (1½%) per month on the unpaid balance - equivalent to an eighteen percent (18%) annual rate. There is a \$15.00 charge for each bad check tendered for payment.

A customer must give at least four (4) days' notice before discontinuance of service and is responsible for all charges through the end of the notice period.

DATED: November 15, 2023

ISSUED BY: /s/Neil Proudman

EFFECTIVE: November 1, 2023

Neil Proudman  
TITLE: President

Service under this rate is subject to the rules and regulations and the published tariff, terms and conditions presently effective, or as filed from time to time, with the Commission.

DATED: August 13, 2021

ISSUED BY: /s/Neil Proudman  
Neil Proudman

EFFECTIVE: August 1, 2021

TITLE: President



**2 RESIDENTIAL HEATING RATE:  
CLASSIFICATION NO. R-3**

Availability

This rate is for all residential use for those domestic customers who use gas as the principal household heating fuel. Availability is limited to use in domestic locations which are separately metered and billed and which are served by the Company's mains and for which the Company's facilities are adequate.

Character of Service

Natural gas or equivalent will be supplied at a thermal content of nominally one (1) therm in each one hundred (100) cubic feet.

Delivery Charge

<b>Customer Charge Per Meter:</b>	\$0.5587 per day or \$16.76 per 30 day month
<b>Winter Period:</b>	All therms per 30 day month at \$0.6716 per therm
<b>Summer Period:</b>	All therms per 30 day month at \$0.6716 per therm

The above rates shall be adjusted to reflect the recovery of all applicable taxes. The Winter Period shall be the months of November through April inclusive. The Summer Period shall be the months of May through October inclusive.

Cost of Gas Charge

All gas delivered under this rate is subject to a per therm cost of gas rate. The cost of gas rate is not included in the delivery charge presented above. Refer to the Firm Rate Schedules which present both the delivery charge and cost of gas rates.

Other Charges for Delivery Service

The customer must also pay such charges and adjustments as are set forth in the Company's Local Distribution Adjustment Charge, as in effect from time to time and on file with the Commission. The delivery charges presented above are exclusive of these charges. Refer to the Firm Rate Schedules which present both the delivery charge and the LDAC rates.

Meter Account Charge

When the Company establishes or re-establishes a gas service account for a customer at a meter location, a meter account charge is incurred in addition to all other charges. The meter account charge is \$20.00 when the visit to the meter location is scheduled at the mutual convenience of the Company and the customer. Otherwise, the charge is \$30.00.

Terms and Conditions

Eligibility shall be determined based on the reasonable discretion of the Company subject to verification of heating usage.

Meters are read and bills are presented monthly. In the event a meter reader is unable to obtain a meter reading, an estimated bill will be rendered to the customer.

Amounts not paid prior to the due date; normally the next following meter reading date and a date not less than twenty-five (25) days from the date the bill is mailed - are subject to a late payment charge of one and one-half percent (1½%) per month on the unpaid balance - equivalent to an eighteen percent (18%) annual rate. There is a \$15.00 charge for each bad check tendered for payment.

A customer must give at least four (4) days' notice before discontinuance of service and is responsible for all charges through the end of the notice period.

DATED: November 15, 2023

ISSUED BY: /s/Neil Proudman

EFFECTIVE: November 1, 2023

Neil Proudman  
TITLE: President

Service under this rate is subject to the rules and regulations and the published tariff, terms and conditions presently effective, or as filed from time to time, with the Commission.

DATED: August 13, 2021

ISSUED BY: /s/Neil Proudman  
Neil Proudman

EFFECTIVE: August 1, 2021

TITLE: President

**3 GAS ASSISTANCE PROGRAM RESIDENTIAL HEATING RATE:  
CLASSIFICATION NO. R-4**

Availability

This rate is for residential use for those domestic customers who use gas as the principal household heating fuel if any member of the household qualifies for a benefit through one of the programs listed below, subject to the qualification period described under the "Terms and Conditions" of this rate. Availability is limited to use in domestic locations which are separately metered and billed and which are served by the Company's mains and for which the Company facilities are adequate.

Qualified Programs:

- a. Low Income Home Energy Assistance Program (LIHEAP)
- b. Electric Assistance Program (EAP)
- c. Supplemental Security Income Program
- d. Women, Infants and Children Program
- e. Commodity Surplus Foods Program (for women, infants and children)
- f. Elderly Commodity Surplus Foods Program
- g. Temporary Aid to Needy Families Program
- h. Housing Choice Voucher Program (also known as Section 8)
- i. Head Start Program
- j. Aid to the Permanently and Totally Disabled Program
- k. Aid to the Needy Blind Program
- l. Old Age Assistance Program
- m. Food Stamps Program
- n. Any successor program of a-m

Character of Service

Natural gas or equivalent will be supplied at a thermal content of nominally one (1) therm in each one hundred (100) cubic feet.

Delivery Charge

<b>Winter Customer Charge Per Meter:</b>	\$0.3073 per day or \$9.22 per 30 day month
<b>Winter Period:</b>	All therms per 30 day month at \$0.3694 per therm
<b>Summer Customer Charge Per Meter:</b>	\$0.5587 per day or \$16.76 per 30 day month
<b>Summer Period:</b>	All therms per 30 day month at \$0.6716 per therm

The above rates shall be adjusted to reflect the recovery of all applicable taxes. The Winter Period shall be the months of November through April inclusive.

Cost of Gas Charge

All gas delivered under this rate is subject to a per therm cost of gas rate. The cost of gas rate is not included in the delivery charge presented above. Refer to the Firm Rate Schedules which present both the delivery charge and cost of gas rates.

Other Charges for Delivery Service

The customer must also pay such charges and adjustments as are set forth in the Company's Local Distribution Adjustment Charge, as in effect from time to time and on file with the Commission. The delivery

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ISSUED BY: /s/Neil Proudman

EFFECTIVE: November 1, 2023

Neil Proudman  
TITLE: President

charges presented above are exclusive of these charges. Refer to the Firm Rate Schedules which present both the delivery charge and the LDAC rates.

Meter Account Charge

When the Company establishes or re-establishes a gas service account for a customer at a meter location, a meter account charge is incurred in addition to all other charges. The meter account charge is \$20.00 when the visit to the meter location is scheduled at the mutual convenience of the Company and the customer. Otherwise, the charge is \$30.00.

Terms and Conditions

For those customers qualifying for the program this rate R-4 shall apply for a six month winter period. On the date that the six month winter period expires, eligibility for this rate shall expire unless the customer provides the Company with evidence that the customer continues to be eligible for one or more qualifying programs. When the Rate R-4 expires, the rate on each account shall revert back to the non-gas assistance program Residential Heating Rate, R-3. Customers whose eligibility for the program is based on their having qualified for LIHEAP shall be eligible for this rate retroactive to November 1 of the heating season in which they qualified. Eligibility for such customers shall expire the following April 30, subject to their re-qualifying through receipt of LIHEAP or other benefits as set forth above.

Eligibility shall be determined based on the reasonable discretion of the Company subject to verification of heating usage.

Meters are read and bills are presented monthly. In the event a meter reader is unable to obtain a meter reading, an estimated bill will be rendered to the customer.

Amounts not paid prior to the due date; normally the next following meter reading date and a date not less than twenty-five (25) days from the date the bill is mailed - are subject to a late payment charge of one and one-half percent (1½%) per month on the unpaid balance - equivalent to an eighteen percent (18%) annual rate. There is a \$15.00 charge for each bad check tendered for payment.

A customer must give at least four (4) days' notice before discontinuance of service and is responsible for all charges through the end of the notice period.

Service under this rate is subject to the rules and regulations and the published tariff, terms and conditions presently effective, or as filed from time to time, with the Commission.

DATED: August 13, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman  
TITLE: President

**4 MANAGED EXPANSION PROGRAM RESIDENTIAL NON-HEATING RATE:  
CLASSIFICATION NO. R-5**

Availability

This rate is mandatory for customers taking service in a Managed Expansion Program project area who otherwise would have qualified for Residential Non Heating Rate R-1.

Character of Service

Natural gas or equivalent will be supplied at a thermal content of nominally one (1) therm in each one hundred (100) cubic feet.

Delivery Charge

<b>Customer Charge Per Meter:</b>	\$0.7263 per day or \$21.79 per 30 day month
<b>Winter Period:</b>	All therms per 30 day month at \$0.6533 per therm
<b>Summer Period:</b>	All therms per 30 day month at \$0.6533 per therm

The above rates shall be adjusted to reflect the recovery of all applicable taxes. The Winter Period shall be the months of November through April inclusive. The Summer Period shall be the months of May through October inclusive.

Cost of Gas Charge

All gas delivered under this rate is subject to a per therm cost of gas rate. The cost of gas rate is not included in the delivery charge presented above. Refer to the Firm Rate Schedules which present both the delivery charge and cost of gas rates.

Other Charges for Delivery Service

The customer must also pay such charges and adjustments as are set forth in the Company's Local Distribution Adjustment Charge, as in effect from time to time and on file with the Commission. The delivery charges presented above are exclusive of these charges. Refer to Page 92 of this Tariff for firm rate schedules which present both the delivery charge and the LDAC rates.

Meter Account Charge

When the Company establishes or re-establishes a gas service account for a customer at a meter location, a meter account charge is incurred in addition to all other charges. The meter account charge is \$20.00 when the visit to the meter location is scheduled at the mutual convenience of the Company and the customer. Otherwise, the charge is \$30.00.

Terms and Conditions

Service under each Managed Expansion Program project will have a term of ten years. Customers initiating service under this rate must take service hereunder until ten years following the date that the first customer in the particular Managed Expansion Program project takes service. Once the term of service for a particular Managed Expansion Program project expires, customers will thereafter take service under Residential Non Heating Rate R-1.

Meters are read and bills are presented monthly. In the event a meter reader is unable to obtain a meter reading, an estimated bill will be rendered to the customer.

Amounts not paid prior to the due date; normally the next following meter reading date and a date not less than twenty-five (25) days from the date the bill is mailed - are subject to a late payment charge of one and one-half percent (1½%) per month on the unpaid balance - equivalent to an eighteen percent (18%) annual rate. There is a \$15.00 charge for each bad check tendered for payment.

DATED: November 15, 2023

ISSUED BY: /s/Neil Proudman

EFFECTIVE: November 1, 2023

Neil Proudman  
TITLE: President

A customer must give at least four (4) days' notice before discontinuance of service and is responsible for all charges through the end of the notice period.

Service under this rate is subject to the rules and regulations and the published tariff, terms and conditions presently effective, or as filed from time to time, with the Commission.

DATED: August 13, 2021

ISSUED BY: /s/Neil Proudman  
Neil Proudman

EFFECTIVE: August 1, 2021

TITLE: President

**5 MANAGED EXPANSION PROGRAM RESIDENTIAL HEATING RATE:  
CLASSIFICATION NO. R-6**

Availability

This rate is mandatory for customers taking service in a Managed Expansion Program projects area who otherwise would have qualified for Residential Heating Rate R-3.

Character of Service

Natural gas or equivalent will be supplied at a thermal content of nominally one (1) therm in each one hundred (100) cubic feet.

Delivery Charge

**Customer Charge Per Meter:** \$0.7263 per day or \$21.79 per 30 day month

**Winter Period:** All therms per 30 day month at \$0.8731 per therm

**Summer Period:** All therms per 30 day month at \$0.8731 per therm

The above rates shall be adjusted to reflect the recovery of all applicable taxes. The Winter Period shall be the months of November through April inclusive. The Summer Period shall be the months of May through October inclusive.

Cost of Gas Charge

All gas delivered under this rate is subject to a per therm cost of gas rate. The cost of gas rate is not included in the delivery charge presented above. Refer to Page 92 of this Tariff for firm rate schedules which present both the delivery charge and cost of gas rates.

Other Charges for Delivery Service

The customer must also pay such charges and adjustments as are set forth in the Company's Local Distribution Adjustment Charge, as in effect from time to time and on file with the Commission. The delivery charges presented above are exclusive of these charges. Refer to the Firm Rate Schedules which present both the delivery charge and the LDAC rates.

Meter Account Charge

When the Company establishes or re-establishes a gas service account for a customer at a meter location, a meter account charge is incurred in addition to all other charges. The meter account charge is \$20.00 when the visit to the meter location is scheduled at the mutual convenience of the Company and the customer. Otherwise, the charge is \$30.00.

Terms and Conditions

Eligibility shall be determined based on the reasonable discretion of the Company subject to verification of heating usage.

Service under each Managed Expansion Program project will have a term of ten years. Customers initiating service under this rate must take service hereunder until ten years following the date that the first customer in the particular Managed Expansion Program project takes service. Once the term of service for a particular Managed Expansion Program project expires, customers will thereafter take service under Residential Non Heating Rate R-3.

Meters are read and bills are presented monthly. In the event a meter reader is unable to obtain a meter reading an estimated bill will be rendered to the customer. Amounts not paid prior to the due date; normally the next following meter reading date and a date not less than twenty-five (25) days from the date the bill is mailed - are subject to a late payment charge of one and one-half percent (1½%) per month on the unpaid balance - equivalent to an eighteen percent (18%) annual rate. There is a \$15.00 charge for each bad check tendered for payment.

DATED: November 15, 2023

ISSUED BY: /s/Neil Proudman

EFFECTIVE: November 1, 2023

Neil Proudman  
TITLE: President

A customer must give at least four (4) days' notice before discontinuance of service and is responsible for all charges through the end of the notice period.

Service under this rate is subject to the rules and regulations and the published tariff, terms and conditions presently effective, or as filed from time to time, with the Commission.

DATED: August 13, 2021

ISSUED BY: /s/Neil Proudman  
Neil Proudman

EFFECTIVE: August 1, 2021

TITLE: President



**6 MANAGED EXPANSION PROGRAM GAS ASSISTANCE PROGRAM RESIDENTIAL  
HEATING RATE:  
CLASSIFICATION NO. R-7**

Availability

This rate is mandatory for customers taking service in a Managed Expansion Program project area who otherwise would have qualified for Gas Assistance Program Residential Heating Rate R-4.

Qualified Programs:

- a. Low Income Home Energy Assistance Program (LIHEAP)
- b. Electric Assistance Program (EAP)
- c. Supplemental Security Income Program
- d. Women, Infants and Children Program
- e. Commodity Surplus Foods Program (for women, infants and children)
- f. Elderly Commodity Surplus Foods Program
- g. Temporary Aid to Needy Families Program
- h. Housing Choice Voucher Program (also known as Section 8)
- i. Head Start Program
- j. Aid to the Permanently and Totally Disabled Program
- k. Aid to the Needy Blind Program
- l. Old Age Assistance Program
- m. Food Stamps Program
- n. Any successor program of a-m

Character of Service

Natural gas or equivalent will be supplied at a thermal content of nominally one (1) therm in each one hundred (100) cubic feet.

Delivery Charge

<b>Winter Customer Charge Per Meter:</b>	\$0.3997 per day or \$11.99 per 30 day month
<b>Winter Period:</b>	All therms per 30 day month at \$0.4802 per therm
<b>Summer Customer Charge Per Meter:</b>	\$0.7263 per day or \$21.79 per 30 day month
<b>Summer Period:</b>	All therms per 30 day month at \$0.8731 per therm

The above rates shall be adjusted to reflect the recovery of all applicable taxes. The Winter Period shall be the months of November through April inclusive.

Cost of Gas Charge

All gas delivered under this rate is subject to a per therm cost of gas rate. The cost of gas rate is not included in the delivery charge presented above. Refer to the Firm Rate Schedules which present both the delivery charge and cost of gas rates.

Other Charges for Delivery Service

The customer must also pay such charges and adjustments as are set forth in the Company's Local Distribution Adjustment Charge, as in effect from time to time and on file with the Commission. The delivery charges presented above are exclusive of these charges. Refer to Page 92 of this Tariff for firm rate schedules which present both the delivery charge and the LDAC rates.

Meter Account Charge

When the Company establishes or re-establishes a gas service account for a customer at a meter location, a meter account charge is incurred in addition to all other charges. The meter account charge is \$20.00

DATED: November 15, 2023

ISSUED BY: /s/Neil Proudman

EFFECTIVE: November 1, 2023

Neil Proudman  
TITLE: President

when the visit to the meter location is scheduled at the mutual convenience of the Company and the customer. Otherwise, the charge is \$30.00.

Terms and Conditions

Service under each Managed Expansion Program project will have a term of ten years. Customers initiating service under this rate must take service hereunder until ten years following the date that the first customer in the particular Managed Expansion Program project takes service. Once the term of service for a particular Managed Expansion Program project expires, customers will thereafter take service under Gas Assistance Program Residential Heating Rate R-4.

For those customers qualifying for the program this rate R-7 shall apply for a six month winter period. On the date that the six month winter period expires, eligibility for this rate shall expire unless the customer provides the Company with evidence that the customer continues to be eligible for one or more qualifying programs. When the Rate R-7 expires, the rate on each account shall revert back to the non-gas assistance program Residential Heating Rate, R-6. Customers whose eligibility for the program is based on their having qualified for LIHEAP shall be eligible for this rate retroactive to November 1 of the heating season in which they qualified. Eligibility for such customers shall expire the following April 30, subject to their re-qualifying through receipt of LIHEAP or other benefits as set forth above.

Eligibility shall be determined based on the reasonable discretion of the Company subject to verification of heating usage.

Meters are read and bills are presented monthly. In the event a meter reader is unable to obtain a meter reading, an estimated bill will be rendered to the customer.

Amounts not paid prior to the due date; normally the next following meter reading date and a date not less than twenty-five (25) days from the date the bill is mailed - are subject to a late payment charge of one and one-half percent (1½%) per month on the unpaid balance - equivalent to an eighteen percent (18%) annual rate. There is a \$15.00 charge for each bad check tendered for payment.

A customer must give at least four (4) days' notice before discontinuance of service and is responsible for all charges through the end of the notice period.

Service under this rate is subject to the rules and regulations and the published tariff, terms and conditions presently effective, or as filed from time to time, with the Commission.

DATED: August 13, 2021

ISSUED BY: /s/Neil Proudman  
Neil Proudman  
TITLE: President

EFFECTIVE: August 1, 2021

**7 COMMERCIAL/INDUSTRIAL SERVICE: LOW ANNUAL USE, HIGH WINTER USE  
RATE  
CLASSIFICATION NO. G-41**

Availability

This rate is available for commercial, industrial and public authority customers in locations served by the Company's mains and for which the Company's facilities are adequate. A customer receiving service under this rate must have annual usage less than or equal to 10,000 therms and a Winter Period usage greater than or equal to 67% of annual usage as determined by the Company's records and procedures.

Character of Service

Natural gas or equivalent will be supplied at a thermal content of nominally one (1) therm in each one hundred (100) cubic feet.

Delivery Charge

**Customer Charge Per Meter:** \$2.2077 per day or \$66.23 per 30 day month

**Winter Period:** First 100\* therms per 30 day month at \$0.5367 per therm  
All over 100 therms per 30 day month at \$0.3692 per therm

**Summer Period:** First 20\* therms per 30 day month at \$0.5367 per therm  
All over 20 therms per 30 day month at \$0.3692 per therm

\*The number of therms billed in the first block will be calculated by multiplying the therms in the first block of the rate by a fraction the numerator of which is the number of days in the billing period and the denominator of which is 30.

The above rates shall be adjusted to reflect the recovery of all applicable taxes. The Winter Period shall be the months of November through April inclusive. The Summer Period shall be the months of May through October inclusive.

Supplier Charges

If the customer purchases its gas from a third party, supplier charges will be as agreed upon between the customer and the third party supplier and will be billed directly by the third party supplier. If the customer does not purchase its gas from a third party, the gas supplied by the Company will be subject to a per therm cost of gas rate. The cost of gas rate is not included in the delivery charge presented above. Refer to Page 90 or 91 of this Tariff for firm rate schedules which present both the delivery charge and cost of gas rates.

Other Charges for Delivery Service

The customer must also pay such charges and adjustments as are set forth in the Company's Local Distribution Adjustment Charge, as in effect from time to time and on file with the Commission. The delivery charge presented above is exclusive of these charges. Refer to the Firm Rate Schedules which present both the delivery charge and the LDAC rates.

Meter Account Charge

When the Company establishes or re-establishes a gas service account for a customer at a meter location, a meter account charge is incurred in addition to all other charges. The meter account charge is \$20.00 when the visit to the meter location is scheduled at the mutual convenience of the Company and the customer. Otherwise, the charge is \$30.00.

Terms and Conditions

U.S. Department of Labor Standard Industry Classification Codes will determine eligibility for this tariff.

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ISSUED BY: /s/Neil Proudman

EFFECTIVE: November 1, 2023

Neil Proudman  
TITLE: President

Meters are read and bills are presented monthly. In the event a meter reader is unable to obtain a meter reading, an estimated bill will be rendered to the customer.

Amounts not paid prior to the due date; normally the next following meter reading date and a date not less than twenty-five (25) days from the date the bill is mailed - are subject to a late payment charge of one and one-half percent (1½%) per month on the unpaid balance - equivalent to an eighteen percent (18%) annual rate. There is a \$15.00 charge for each bad check tendered for payment.

A customer must give at least four (4) days' notice before discontinuance of service and is responsible for all charges through the end of the notice period.

Service under this rate is subject to the rules and regulations and the published tariff, terms and conditions presently effective, or as filed from time to time, with the Commission.

DATED: August 13, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman  
TITLE: President

**8 COMMERCIAL/INDUSTRIAL SERVICE: MEDIUM ANNUAL USE, HIGH WINTER  
USE RATE  
CLASSIFICATION NO. G-42**

Availability

This rate is for commercial, industrial and public authority customers in locations served by the Company's mains and for which the Company's facilities are adequate. A customer receiving service under this rate must have annual usage greater than 10,000 therms and less than or equal to 100,000 therms and a Winter Period usage greater than or equal to 67% of annual usage as determined by the Company's records and procedures.

Character of Service

Natural gas or equivalent will be supplied at a heat content of nominally one (1) therm in each one hundred (100) cubic feet.

Delivery Charge

**Customer Charge Per Meter:** \$6.6217 per day or \$198.65 per 30 day month

**Winter Period:** First 1000\* therms per 30 day month at \$0.4884 per therm  
All over 1000 therms per 30 day month at \$0.3336 per therm

**Summer Period:** First 400\* therms per 30 day month at \$0.4884 per therm  
All over 400 therms per 30 day month at \$0.3336 per therm

\*The number of therms billed in the first block will be calculated by multiplying the therms in the first block of the rate by a fraction the numerator of which is the number of days in the billing period and the denominator of which is 30.

The above rates shall be adjusted to reflect the recovery of all applicable taxes. The Winter Period shall be the months of November through April inclusive. The Summer Period shall be the months of May through October inclusive.

Supplier Charges

If the customer purchases its gas from a third party, supplier charges will be as agreed upon between the customer and the third party supplier and will be billed directly by the third party supplier. If the customer does not purchase its gas from a third party, the gas supplied by the Company will be subject to a per therm cost of gas rate. The cost of gas rate is not included in the delivery charge presented above. Refer to the Firm Rate Schedules which present both the delivery charge and cost of gas rates.

Other Charges for Delivery Service

The customer must also pay such charges and adjustments as are set forth in the Company's Local Distribution Adjustment Charge, as in effect from time to time and on file with the Commission. The delivery charges presented above are exclusive of these charges. Refer to Page 90 or 91 of this Tariff for firm rate schedules which present both the delivery charge and the LDAC rates.

Meter Account Charge

When the Company establishes or re-establishes a gas service account for a customer at a meter location, a meter account charge is incurred in addition to all other charges. The meter account charge is \$20.00 when the visit to the meter location is scheduled at the mutual convenience of the Company and the customer. Otherwise, the charge is \$30.00.

DATED: November 15, 2023

ISSUED BY: /s/Neil Proudman

EFFECTIVE: November 1, 2023

Neil Proudman  
TITLE: President

Terms and Conditions

Dual fuel customers may be required to sign annual contracts with minimum usage requirements in order to qualify for service under this tariff. U.S. Department of Labor Standard Industry Classification Codes will determine eligibility for this tariff.

Meters are read and bills are presented monthly. In the event a meter reader is unable to obtain a meter reading, an estimated bill will be rendered to the customer.

Amounts not paid prior to the due date; normally the next following meter reading date and a date not less than twenty-five (25) days from the date the bill is mailed - are subject to a late payment charge of one and one-half percent (1½%) per month on the unpaid balance - equivalent to an eighteen percent (18%) annual rate. There is a \$15.00 charge for each bad check tendered for payment.

A customer must give at least four (4) days' notice before discontinuance of service and is responsible for all charges through the end of the notice period.

Service under this rate is subject to the rules and regulations and the published tariff, terms and conditions presently effective, or as filed from time to time, with the Commission.

DATED: August 13, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman  
TITLE: President

**9 COMMERCIAL/INDUSTRIAL SERVICE: HIGH ANNUAL USE, HIGH WINTER USE  
RATE  
CLASSIFICATION NO. G-43**

Availability

This rate is for commercial, industrial and public authority customers in locations served by the Company's mains and for which the Company's facilities are adequate. A customer receiving service under this rate must have annual usage greater than 100,000 therms and a Winter Period usage greater than or equal to 67% of annual usage as determined by the Company's records and procedures.

Character of Service

Natural gas or equivalent will be supplied at a thermal content of nominally one (1) therm in each one hundred (100) cubic feet. Should the customer's consumption fail to meet the availability requirements for this rate, the customer's service will be transferred to the otherwise applicable tariff as described under the terms and conditions of this tariff.

Delivery Charge

<b>Customer Charge Per Meter:</b>	\$28.3560 per day or \$850.68 per 30 day month
<b>Winter Period:</b>	All therms per 30 day month at \$0.3012 per therm
<b>Summer Period:</b>	All therms per 30 day month at \$0.1464 per therm

The above rates shall be adjusted to reflect the recovery of all applicable taxes. The Winter Period shall be the months of November through April inclusive. The Summer Period shall be the months of May through October inclusive.

Supplier Charges

If the customer purchases its gas from a third party, supplier charges will be as agreed upon between the customer and the third party supplier and will be billed directly by the third party supplier. If the customer does not purchase its gas from a third party, the gas supplied by the Company will be subject to a per therm cost of gas rate. The cost of gas rate is not included in the delivery charge presented above. Refer to Page 90 or 91 of this Tariff for firm rate schedules which present both the delivery charge and cost of gas rates.

Other Charges for Delivery Service

The customer must also pay such charges and adjustments as are set forth in the Company's Local Distribution Adjustment Charge, as in effect from time to time and on file with the Commission. The delivery charges presented above are exclusive of these charges. Refer to the Firm Rate Schedules which present both the delivery charge and the LDAC rates.

Meter Account Charge

When the Company establishes or re-establishes a gas service account for a customer at a meter location, a meter account charge is incurred in addition to all other charges. The meter account charge is \$20.00 when the visit to the meter location is scheduled at the mutual convenience of the Company and the customer. Otherwise, the charge is \$30.00.

Terms and Conditions

To be eligible for this service, a customer must sign a contract for a one year period, which contract shall include the authority for the Company to monitor the customer's continued qualification for this service. In the event that the customer fails to meet the eligibility criteria set forth in the availability section of this schedule based on a monthly evaluation employing the most recent twelve (12) month period, the Company may require that the customer be billed prospectively under an alternative rate subject to the terms of the customer's Service Agreement. The Service Agreement may contain limitations as to maximum hourly,

DATED: November 15, 2023

ISSUED BY: /s/Neil Proudman

EFFECTIVE: November 1, 2023

Neil Proudman  
TITLE: President

daily, or monthly consumption, provisions for charges for excess usage, and other terms and conditions of service.

The customer shall declare maximum seasonal demands and estimated seasonal volumes at the time application for service is made. These declarations shall be updated annually, by August 1.

Meters are read and bills are presented monthly. In the event a meter reader is unable to obtain a meter reading, an estimated bill will be rendered to the customer.

Amounts not paid prior to the due date; normally the next following meter reading date and a date not less than twenty-five (25) days from the date the bill is mailed - are subject to a late payment charge of one and one-half percent (1½%) per month on the unpaid balance - equivalent to an eighteen percent (18%) annual rate. There is a \$15.00 charge for each bad check tendered for payment.

A customer must give at least four (4) days' notice before discontinuance of service and is responsible for all charges through the end of the notice period.

Service under this rate is subject to the rules and regulations and the published tariff, terms and conditions presently effective, or as filed from time to time, with the Commission.

DATED: August 13, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman  
TITLE: President



**10 MANAGED EXPANSION PROGRAM COMMERCIAL/INDUSTRIAL SERVICE: LOW  
ANNUAL USE, HIGH WINTER USE RATE  
CLASSIFICATION NO. G-44**

Availability

This rate is Mandatory for customers taking service in a Managed Expansion Program project area who otherwise would have qualified for Commercial/Industrial Rate G-41.

Character of Service

Natural gas or equivalent will be supplied at a thermal content of nominally one (1) therm in each one hundred (100) cubic feet.

Delivery Charge

**Customer Charge Per Meter:** \$2.8700 per day or \$86.10 per 30 day month

**Winter Period:** First 100\* therms per 30 day month at \$0.6977 per therm  
All over 100 therms per 30 day month at \$0.4800 per therm

**Summer Period:** First 20\* therms per 30 day month at \$0.6977 per therm  
All over 20 therms per 30 day month at \$0.4800 per therm

\*The number of therms billed in the first block will be calculated by multiplying the therms in the first block of the rate by a fraction the numerator of which is the number of days in the billing period and the denominator of which is 30.

The above rates shall be adjusted to reflect the recovery of all applicable taxes. The Winter Period shall be the months of November through April inclusive. The Summer Period shall be the months of May through October inclusive.

Supplier Charges

If the customer purchases its gas from a third party, supplier charges will be as agreed upon between the customer and the third party supplier and will be billed directly by the third party supplier. If the customer does not purchase its gas from a third party, the gas supplied by the Company will be subject to a per therm cost of gas rate. The cost of gas rate is not included in the delivery charge presented above. Refer to the Firm Rate Schedules which present both the delivery charge and cost of gas rates.

Other Charges for Delivery Service

The customer must also pay such charges and adjustments as are set forth in the Company's Local Distribution Adjustment Charge, as in effect from time to time and on file with the Commission. The delivery charge presented above is exclusive of these charges. Refer to Page 92 of this Tariff for firm rate schedules which present both the delivery charge and the LDAC rates.

Meter Account Charge

When the Company establishes or re-establishes a gas service account for a customer at a meter location, a meter account charge is incurred in addition to all other charges. The meter account charge is \$20.00 when the visit to the meter location is scheduled at the mutual convenience of the Company and the customer. Otherwise, the charge is \$30.00.

Terms and Conditions

U.S. Department of Labor Standard Industry Classification Codes will determine eligibility for this tariff.

Service under each Managed Expansion Program project will have a term of ten years. Customers initiating service under this rate must take service hereunder until ten years following the date that the first

DATED: November 15, 2023

ISSUED BY: /s/Neil Proudman

EFFECTIVE: November 1, 2023

Neil Proudman  
TITLE: President

customer in the particular Managed Expansion Program project takes service. Once the term of service for a particular Managed Expansion Program project expires, customers will thereafter take service under Commercial/Industrial Rate G-41.

Meters are read and bills are presented monthly. In the event a meter reader is unable to obtain a meter reading, an estimated bill will be rendered to the customer.

Amounts not paid prior to the due date; normally the next following meter reading date and a date not less than twenty-five (25) days from the date the bill is mailed - are subject to a late payment charge of one and one-half percent (1½%) per month on the unpaid balance - equivalent to an eighteen percent (18%) annual rate. There is a \$15.00 charge for each bad check tendered for payment.

A customer must give at least four (4) days' notice before discontinuance of service and is responsible for all charges through the end of the notice period.

Service under this rate is subject to the rules and regulations and the published tariff, terms and conditions presently effective, or as filed from time to time, with the Commission.

DATED: August 13, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman  
TITLE: President

**11 MANAGED EXPANSION PROGRAM COMMERCIAL/INDUSTRIAL SERVICE:  
MEDIUM ANNUAL USE, HIGH WINTER USE RATE  
CLASSIFICATION NO. G-45**

Availability

This rate is mandatory for customers taking service in a Managed Expansion Program project area who otherwise would have qualified for Commercial/Industrial Rate G-42.

Character of Service

Natural gas or equivalent will be supplied at a heat content of nominally one (1) therm in each one hundred (100) cubic feet.

Delivery Charge

**Customer Charge Per Meter:** \$8.6083 per day or \$258.25 per 30 day month

**Winter Period:** First 1000\* therms per 30 day month at \$0.6349 per therm  
All over 1000 therms per 30 day month at \$0.4337 per therm

**Summer Period:** First 400\* therms per 30 day month at \$0.6349 per therm  
All over 400 therms per 30 day month at \$0.4337 per therm

\*The number of therms billed in the first block will be calculated by multiplying the therms in the first block of the rate by a fraction the numerator of which is the number of days in the billing period and the denominator of which is 30.

The above rates shall be adjusted to reflect the recovery of all applicable taxes. The Winter Period shall be the months of November through April inclusive. The Summer Period shall be the months of May through October inclusive.

Supplier Charges

If the customer purchases its gas from a third party, supplier charges will be as agreed upon between the customer and the third party supplier and will be billed directly by the third party supplier. If the customer does not purchase its gas from a third party, the gas supplied by the Company will be subject to a per therm cost of gas rate. The cost of gas rate is not included in the delivery charge presented above. Refer to the Firm Rate Schedules which present both the delivery charge and cost of gas rates.

Other Charges for Delivery Service

The customer must also pay such charges and adjustments as are set forth in the Company's Local Distribution Adjustment Charge, as in effect from time to time and on file with the Commission. The delivery charges presented above are exclusive of these charges. Refer to Page 92 of this Tariff for firm rate schedules which present both the delivery charge and the LDAC rates.

Meter Account Charge

When the Company establishes or re-establishes a gas service account for a customer at a meter location, a meter account charge is incurred in addition to all other charges. The meter account charge is \$20.00 when the visit to the meter location is scheduled at the mutual convenience of the Company and the customer. Otherwise, the charge is \$30.00.

Terms and Conditions

Dual fuel customers may be required to sign annual contracts with minimum usage requirements in order to qualify for service under this tariff. U.S. Department of Labor Standard Industry Classification Codes will determine eligibility for this tariff.

DATED: November 15, 2023

ISSUED BY: /s/Neil Proudman

EFFECTIVE: November 1, 2023

Neil Proudman  
TITLE: President

Meters are read and bills are presented monthly. In the event a meter reader is unable to obtain a meter reading, an estimated bill will be rendered to the customer.

Service under each Managed Expansion Program project will have a term of ten years. Customers initiating service under this rate must take service hereunder until ten years following the date that the first customer in the particular Managed Expansion Program project takes service. Once the term of service for a particular Managed Expansion Program project expires, customers will thereafter take service under Commercial/Industrial Rate G-42.

Amounts not paid prior to the due date; normally the next following meter reading date and a date not less than twenty-five (25) days from the date the bill is mailed - are subject to a late payment charge of one and one-half percent (1½%) per month on the unpaid balance - equivalent to an eighteen percent (18%) annual rate. There is a \$15.00 charge for each bad check tendered for payment.

A customer must give at least four (4) days' notice before discontinuance of service and is responsible for all charges through the end of the notice period.

Service under this rate is subject to the rules and regulations and the published tariff, terms and conditions presently effective, or as filed from time to time, with the Commission.

DATED: August 13, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman  
TITLE: President

**12 MANAGED EXPANSION PROGRAM COMMERCIAL/INDUSTRIAL SERVICE: HIGH ANNUAL USE, HIGH WINTER USE RATE  
CLASSIFICATION NO. G-46**

Availability

This rate is mandatory for customers taking service in a Managed Expansion Program project area who otherwise would have qualified for Commercial/Industrial Rate G-43.

Character of Service

Natural gas or equivalent will be supplied at a thermal content of nominally one (1) therm in each one hundred (100) cubic feet. Should the customer's consumption fail to meet the availability requirements for this rate, the customer's service will be transferred to the otherwise applicable tariff as described under the terms and conditions of this tariff.

Delivery Charge

<b>Customer Charge Per Meter:</b>	\$36.8627 per day or \$1,105.88 per 30 day month
<b>Winter Period:</b>	All therms per 30 day month at \$0.3916 per therm
<b>Summer Period:</b>	All therms per 30 day month at \$0.1903 per therm

The above rates shall be adjusted to reflect the recovery of all applicable taxes. The Winter Period shall be the months of November through April inclusive. The Summer Period shall be the months of May through October inclusive.

Supplier Charges

If the customer purchases its gas from a third party, supplier charges will be as agreed upon between the customer and the third party supplier and will be billed directly by the third party supplier. If the customer does not purchase its gas from a third party, the gas supplied by the Company will be subject to a per therm cost of gas rate. The cost of gas rate is not included in the delivery charge presented above. Refer to Page 92 of this Tariff for firm rate schedules which present both the delivery charge and cost of gas rates.

Other Charges for Delivery Service

The customer must also pay such charges and adjustments as are set forth in the Company's Local Distribution Adjustment Charge, as in effect from time to time and on file with the Commission. The delivery charges presented above are exclusive of these charges. Refer to the Firm Rate Schedules which present both the delivery charge and the LDAC rates.

Meter Account Charge

When the Company establishes or re-establishes a gas service account for a customer at a meter location, a meter account charge is incurred in addition to all other charges. The meter account charge is \$20.00 when the visit to the meter location is scheduled at the mutual convenience of the Company and the customer. Otherwise, the charge is \$30.00.

Terms and Conditions

To be eligible for this service, a customer must sign a contract for a one year period, which contract shall include the authority for the Company to monitor the customer's continued qualification for this service. In the event that the customer fails to meet the eligibility criteria set forth in the availability section of this schedule based on a monthly evaluation employing the most recent twelve (12) month period, the Company may require that the customer be billed prospectively under an alternative rate subject to the terms of the customer's Service Agreement. The Service Agreement may contain limitations as to maximum hourly, daily, or monthly consumption, provisions for charges for excess usage, and other terms and conditions of service.

DATED: November 15, 2023

EFFECTIVE: November 1, 2023

ISSUED BY: /s/Neil Proudman  
Neil Proudman  
TITLE: President

Service under each Managed Expansion Program project will have a term of ten years. Customers initiating service under this rate must take service hereunder until ten years following the date that the first customer in the particular Managed Expansion Program project takes service. Once the term of service for a particular Managed Expansion Program project expires, customers will thereafter take service under Commercial/Industrial Rate G-43.

The customer shall declare maximum seasonal demands and estimated seasonal volumes at the time application for service is made. These declarations shall be updated annually, by August 1.

Meters are read and bills are presented monthly. In the event a meter reader is unable to obtain a meter reading, an estimated bill will be rendered to the customer.

Amounts not paid prior to the due date; normally the next following meter reading date and a date not less than twenty-five (25) days from the date the bill is mailed - are subject to a late payment charge of one and one-half percent (1½%) per month on the unpaid balance - equivalent to an eighteen percent (18%) annual rate. There is a \$15.00 charge for each bad check tendered for payment.

A customer must give at least four (4) days' notice before discontinuance of service and is responsible for all charges through the end of the notice period.

Service under this rate is subject to the rules and regulations and the published tariff, terms and conditions presently effective, or as filed from time to time, with the Commission.

DATED: August 13, 2021

ISSUED BY: /s/Neil Proudman  
Neil Proudman  
TITLE: President

EFFECTIVE: August 1, 2021

**13 COMMERCIAL/INDUSTRIAL SERVICE: LOW ANNUAL USE, LOW WINTER USE  
RATE  
CLASSIFICATION NO. G-51**

Availability

This rate is for commercial, industrial and public authority customers in locations served by the Company's mains and for which the Company's facilities are adequate. A customer receiving service under this rate must have annual usage less than or equal to 10,000 therms and a Winter Period usage less than 67% of annual usage as determined by the Company's records and procedures.

Character of Service

Natural gas or equivalent will be supplied at a thermal content of nominally one (1) therm in each one hundred (100) cubic feet.

Delivery Charge

**Customer Charge Per Meter:** \$2.2097 per day or \$66.29 per 30 day month

**Winter Period:** First 100\* therms per 30 day month at \$0.3234 per therm  
All over 100 therms per 30 day month at \$0.2159 per therm

**Summer Period:** First 100\* therms per 30 day month at \$0.3234 per therm  
All over 100 therms per 30 day month at \$0.2159 per therm

\*The number of therms billed in the first block will be calculated by multiplying the therms in the first block of the rate by a fraction the numerator of which is the number of days in the billing period and the denominator of which is 30.

The above rates shall be adjusted to reflect the recovery of all applicable taxes. The Winter Period shall be the months of November through April inclusive. The Summer Period shall be the months of May through October inclusive.

Supplier Charges

If the customer purchases its gas from a third party, supplier charges will be as agreed upon between the customer and the third party supplier and will be billed directly by the third party supplier. If the customer does not purchase its gas from a third party, the gas supplied by the Company will be subject to a per therm cost of gas rate. The cost of gas rate is not included in the delivery charge presented above. Refer to the Firm Rate Schedules which present both the delivery charge and cost of gas rates.

Other Charges for Delivery Service

The customer must also pay such charges and adjustments as are set forth in the Company's Local Distribution Adjustment Charge, as in effect from time to time and on file with the Commission. The delivery charges presented above are exclusive of these charges. Refer to Page 90 or 91 of this Tariff for firm rate schedules which present both the delivery charge and the LDAC rates.

Meter Account Charge

When the Company establishes or re-establishes a gas service account for a customer at a meter location, a meter account charge is made in addition to all other charges. The meter account charge is \$20.00 when the visit to the meter location is scheduled at the mutual convenience of the Company and the customer. Otherwise, the charge is \$30.00

Terms and Conditions

Eligibility shall be based on the reasonable discretion of the Company and subject to verification of heating usage. U.S. Department of Labor Standard Industry Classification Code will determine eligibility for this

DATED: November 15, 2023

ISSUED BY: /s/Neil Proudman

EFFECTIVE: November 1, 2023

Neil Proudman  
TITLE: President

tariff. Dual fuel customers may be required to sign annual contracts with minimum usage requirements in order to qualify for service under this tariff.

Meters are read and bills are presented monthly. In the event a meter reader is unable to obtain a meter reading, an estimated bill will be rendered to the customer.

Amounts not paid prior to the due date; normally the next following meter reading date and a date not less than twenty-five (25) days from the date the bill is mailed - are subject to a late payment charge of one and one-half percent (1½%) per month on the unpaid balance - equivalent to an eighteen percent (18%) annual rate. There is a \$15.00 charge for each bad check tendered for payment.

A customer must give at least four (4) days' notice before discontinuance of service and is responsible for all charges through the end of the notice period.

Service under this rate is subject to the rules and regulations and the published tariff, terms and conditions presently effective, or as filed from time to time, with the Commission.

DATED: August 13, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman  
TITLE: President



**14 COMMERCIAL/INDUSTRIAL SERVICE: MEDIUM ANNUAL USE, LOW WINTER  
USE RATE  
CLASSIFICATION NO. G-52**

Availability

This rate is for commercial, industrial and public authority customers in locations served by the Company's mains and for which the Company's facilities are adequate. A customer receiving service under this rate must have annual usage greater than 10,000 therms and less than or equal to 100,000 therms and a Winter Period usage less than 67% of annual usage as determined by the Company's records and procedures.

Character of Service

Natural gas or equivalent will be supplied at a thermal content of nominally one (1) therm in each one hundred (100) cubic feet. Should the customer's consumption fail to meet the availability requirements for this rate, the customer's service will be transferred to the otherwise applicable tariff as described under the terms and conditions of this tariff.

Delivery Charge

**Customer Charge Per Meter:** \$6.6160 per day or \$198.48 per 30 day month

**Winter Period:** First 1000\* therms per 30 day month at \$0.2788 per therm  
All over 1000 therms per 30 day month at \$0.1905 per therm

**Summer Period:** First 1000\* therms per 30 day month at \$0.2059 per therm  
All over 1000 therms per 30 day month at \$0.1233 per therm

\*The number of therms billed in the first block will be calculated by multiplying the therms in the first block of the rate by a fraction the numerator of which is the number of days in the billing period and the denominator of which is 30.

The above rates shall be adjusted to reflect the recovery of all applicable taxes. The Winter Period shall be the months of November through April inclusive. The Summer Period shall be the months of May through October inclusive.

Supplier Charges

If the customer purchases its gas from a third party, supplier charges will be as agreed upon between the customer and the third party supplier and will be billed directly by the third party supplier. If the customer does not purchase its gas from a third party, the gas supplied by the Company will be subject to a per therm cost of gas rate. The cost of gas rate is not included in the delivery charge presented above. Refer to the Firm Rate Schedules which present both the delivery charge and cost of gas rates.

Other Charges for Delivery Service

The customer must also pay such charges and adjustments as are set forth in the Company's Local Distribution Adjustment Charge, as in effect from time to time and on file with the Commission. The delivery charge presented above is exclusive of these charges. Refer to Page 90 or 91 of this Tariff for firm rate schedules which present both the delivery charge and the LDAC rates.

Meter Account Charge

When the Company establishes or re-establishes a gas service account for a customer at a meter location, a meter account charge is incurred in addition to all other charges. The meter account charge is \$20.00 when the visit to the meter location is scheduled at the mutual convenience of the Company and the customer. Otherwise, the charge is \$30.00.

DATED: November 15, 2023

ISSUED BY: /s/Neil Proudman

EFFECTIVE: November 1, 2023

Neil Proudman  
TITLE: President

Terms and Conditions

To be eligible for this service, a customer must sign a contract for a one year period, which contract shall include the authority for the Company to monitor the customer's continued qualification for this service. In the event that the customer fails to meet the eligibility criteria set forth in the availability section of this schedule based on a monthly evaluation employing the most recent twelve (12) month period, the Company may require that the customer be billed prospectively under an alternative rate subject to the terms of the customer's Service Agreement. The Service Agreement may contain limitations as to maximum hourly, daily, or monthly consumption, provisions for charges for excess usage, and other terms and conditions of service.

The customer shall declare maximum seasonal demands and estimated seasonal volumes at the time application for service is made. These declarations shall be updated annually, by August 1.

Meters are read and bills are presented monthly. In the event a meter reader is unable to obtain a meter reading, an estimated bill will be rendered to the customer.

Amounts not paid prior to the due date; normally the next following meter reading date and a date not less than twenty-five (25) days from the date the bill is mailed - are subject to a late payment charge of one and one-half percent (1½%) per month on the unpaid balance - equivalent to an eighteen percent (18%) annual rate. There is a \$15.00 charge for each bad check tendered for payment.

A customer must give at least four (4) days' notice before discontinuance of service and is responsible for all charges through the end of the notice period.

Service under this rate is subject to the rules and regulations and the published tariff, terms and conditions presently effective, or as filed from time to time, with the Commission.

DATED: August 13, 2021

ISSUED BY: /s/Neil Proudman  
Neil Proudman  
TITLE: President

EFFECTIVE: August 1, 2021

**15 COMMERCIAL/INDUSTRIAL SERVICE: HIGH ANNUAL USE, LOAD FACTOR LESS  
THAN 90% RATE  
CLASSIFICATION NO. G-53**

Availability

This rate is for commercial, industrial and public authority customers in locations served by the Company's mains and for which the Company's facilities are adequate. A customer receiving service under this rate must have annual usage greater than 100,000 therms, a Winter Period usage less than 67% of annual usage, and a 12 month average usage less than 90% of the average usage of December, January and February as determined by the Company's records and procedures.

Character of Service

Natural gas or equivalent will be supplied at a heat content value of nominally one (1) therm in each one hundred (100) cubic feet.

Delivery Charge

<b>Customer Charge Per Meter:</b>	\$29.2483 per day or \$877.45 per 30 day month
<b>Winter Period:</b>	All therms per 30 day month at \$0.1949 per therm
<b>Summer Period:</b>	All therms per 30 day month at \$0.0988 per therm

The above rates shall be adjusted to reflect the recovery of all applicable taxes. The Winter Period shall be the months of November through April inclusive. The Summer Period shall be the months of May through October inclusive.

Supplier Charges

If the customer purchases its gas from a third party, supplier charges will be as agreed upon between the customer and the third party supplier and will be billed directly by the third party supplier. If the customer does not purchase its gas from a third party, the gas supplied by the Company will be subject to a per therm cost of gas rate. The cost of gas rate is not included in the delivery charge presented above. Refer to the Firm Rate Schedules which present both the delivery charge and cost of gas rates.

Other Charges for Delivery Service

The customer must also pay such charges and adjustments as are set forth in the Company's Local Distribution Adjustment Charge, as in effect from time to time and on file with the Commission. The delivery charge presented above is exclusive of these charges. Refer to Page 90 or 91 of this Tariff for firm rate schedules which present both the delivery charge and the LDAC rates.

Meter Account Charge

When the Company establishes or re-establishes a gas service account for a customer at a meter location, a meter account charge is incurred in addition to all other charges. The meter account charge is \$20.00 when the visit to the meter location is scheduled at the mutual convenience of the Company and the customer. Otherwise, the charge is \$30.00.

Terms and Conditions

To be eligible for this service, a customer must sign a contract for a one year period, which contract shall include the authority for the Company to monitor the customer's continued qualification for this service. In the event that the customer fails to meet the eligibility criteria set forth in the availability section of this schedule based on a monthly evaluation employing the most recent twelve (12) month period, the Company may require that the customer be billed prospectively under an alternative rate subject to the terms of the customer's Service Agreement. The Service Agreement may contain limitations as to maximum hourly,

DATED: November 15, 2023

EFFECTIVE: November 1, 2023

ISSUED BY: /s/Neil Proudman

Neil Proudman  
TITLE: President

daily, or monthly consumption, provisions for charges for excess usage, and other terms and conditions of service.

The customer shall declare maximum seasonal demands and estimated seasonal volumes at the time application for service is made. These declarations shall be updated annually, by August 1.

Meters are read and bills are presented monthly. In the event a meter reader is unable to obtain a meter reading, an estimated bill will be rendered to the customer.

Amounts not paid prior to the due date; normally the next following meter reading date and a date not less than twenty-five (25) days from the date the bill is mailed - are subject to a late payment charge of one and one-half percent (1½%) per month on the unpaid balance - equivalent to an eighteen percent (18%) annual rate. There is a \$15.00 charge for each bad check tendered for payment.

A customer must give at least four (4) days' notice before discontinuance of service and is responsible for all charges through the end of the notice period.

Service under this rate is subject to the rules and regulations and the published tariff, terms and conditions presently effective, or as filed from time to time, with the Commission.

DATED: August 13, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman  
TITLE: President

**16 COMMERCIAL/INDUSTRIAL SERVICE: HIGH ANNUAL USE, LOAD FACTOR  
GREATER THAN 90% RATE  
CLASSIFICATION NO. G-54**

Availability

This rate is for commercial, industrial and public authority customers in locations served by the Company's mains and for which the Company's facilities are adequate. A customer receiving service under this rate must have annual usage greater than 100,000 therms, a Winter Period usage less than 67% of annual usage, and a 12 month average usage greater than or equal to 90% of the average usage of December, January and February as determined by the Company's records and procedures.

Character of Service

Natural gas or equivalent will be supplied at a heat content value of nominally one (1) therm in each one hundred (100) cubic feet.

Delivery Charge

**Customer Charge Per Meter:** \$29.2727 per day or \$878.18 per 30 day month

**Winter Period:** All therms per 30 day month at \$0.0743 per therm

**Summer Period:** All therms per 30 day month at \$0.0420 per therm

The above rates shall be adjusted to reflect the recovery of all applicable taxes. The Winter Period shall be the months of November through April inclusive. The Summer Period shall be the months of May through October inclusive.

Supplier Charges

If the customer purchases its gas from a third party, supplier charges will be as agreed upon between the customer and the third party supplier and will be billed directly by the third party supplier. If the customer does not purchase its gas from a third party, the gas supplied by the Company will be subject to a per therm cost of gas rate. The cost of gas rate is not included in the delivery charge presented above. Refer to the Firm Rate Schedules which present both the delivery charge and cost of gas rates.

Other Charges for Delivery Service

The customer must also pay such charges and adjustments as are set forth in the Company's Local Distribution Adjustment Charge, as in effect from time to time and on file with the Commission. The delivery charge presented above is exclusive of these charges. Refer to Page 90 or 91 of this Tariff for firm rate schedules which present both the delivery charge and the LDAC rates.

Meter Account Charge

When the Company establishes or re-establishes a gas service account for a customer at a meter location, a meter account charge is incurred in addition to all other charges. The meter account charge is \$20.00 when the visit to the meter location is scheduled at the mutual convenience of the Company and the customer. Otherwise, the charge is \$30.00.

Terms and Conditions

To be eligible for this service, a customer must sign a contract for a one year period, which contract shall include the authority for the Company to monitor the customer's continued qualification for this service. In the event that the customer fails to meet the eligibility criteria set forth in the availability section of this schedule based on a monthly evaluation employing the most recent twelve (12) month period, the Company may require that the customer be billed prospectively under an alternative rate subject to the terms of the customer's Service Agreement. The Service Agreement may contain limitations as to maximum hourly,

DATED: November 15, 2023

ISSUED BY: /s/Neil Proudman

EFFECTIVE: November 1, 2023

Neil Proudman  
TITLE: President

daily, or monthly consumption, provisions for charges for excess usage, and other terms and conditions of service.

The customer shall declare maximum seasonal demands and estimated seasonal volumes at the time application for service is made. These declarations shall be updated annually, by August 1.

Meters are read and bills are presented monthly. In the event a meter reader is unable to obtain a meter reading, an estimated bill will be rendered to the customer.

Amounts not paid prior to the due date; normally the next following meter reading date and a date not less than twenty-five (25) days from the date the bill is mailed - are subject to a late payment charge of one and one-half percent (1½%) per month on the unpaid balance - equivalent to an eighteen percent (18%) annual rate. There is a \$15.00 charge for each bad check tendered for payment.

A customer must give at least four (4) days' notice before discontinuance of service and is responsible for all charges through the end of the notice period.

Service under this rate is subject to the rules and regulations and the published tariff, terms and conditions presently effective, or as filed from time to time, with the Commission.

DATED: August 13, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman  
TITLE: President

**17 MANAGED EXPANSION PROGRAM COMMERCIAL/INDUSTRIAL SERVICE: LOW  
ANNUAL USE, LOW WINTER USE RATE  
CLASSIFICATION NO. G-55**

Availability

This rate is mandatory for customers taking service in a Managed Expansion Program project area who otherwise would have qualified for Commercial/Industrial Rate G-51.

Character of Service

Natural gas or equivalent will be supplied at a thermal content of nominally one (1) therm in each one hundred (100) cubic feet.

Delivery Charge

**Customer Charge Per Meter:** \$2.8727 per day or \$86.18 per 30 day month

**Winter Period:** First 100\* therms per 30 day month at \$0.4204 per therm  
All over 100 therms per 30 day month at \$0.2807 per therm

**Summer Period:** First 100\* therms per 30 day month at \$0.4204 per therm  
All over 100 therms per 30 day month at \$0.2807 per therm

\*The number of therms billed in the first block will be calculated by multiplying the therms in the first block of the rate by a fraction the numerator of which is the number of days in the billing period and the denominator of which is 30.

The above rates shall be adjusted to reflect the recovery of all applicable taxes. The Winter Period shall be the months of November through April inclusive. The Summer Period shall be the months of May through October inclusive.

Supplier Charges

If the customer purchases its gas from a third party, supplier charges will be as agreed upon between the customer and the third party supplier and will be billed directly by the third party supplier. If the customer does not purchase its gas from a third party, the gas supplied by the Company will be subject to a per therm cost of gas rate. The cost of gas rate is not included in the delivery charge presented above. Refer to the Firm Rate Schedules which present both the delivery charge and cost of gas rates.

Other Charges for Delivery Service

The customer must also pay such charges and adjustments as are set forth in the Company's Local Distribution Adjustment Charge, as in effect from time to time and on file with the Commission. The delivery charges presented above are exclusive of these charges. Refer to Page 92 of this Tariff for firm rate schedules which present both the delivery charge and the LDAC rates.

Meter Account Charge

When the Company establishes or re-establishes a gas service account for a customer at a meter location, a meter account charge is made in addition to all other charges. The meter account charge is \$20.00 when the visit to the meter location is scheduled at the mutual convenience of the Company and the customer. Otherwise, the charge is \$30.00

Terms and Conditions

Eligibility shall be based on the reasonable discretion of the Company and subject to verification of heating usage. U.S. Department of Labor Standard Industry Classification Code will determine eligibility for this tariff. Dual fuel customers may be required to sign annual contracts with minimum usage requirements in order to qualify for service under this tariff.

DATED: November 15, 2023

ISSUED BY: /s/Neil Proudman

EFFECTIVE: November 1, 2023

Neil Proudman  
TITLE: President

Service under each Managed Expansion Program project will have a term of ten years. Customers initiating service under this rate must take service hereunder until ten years following the date that the first customer in the particular Managed Expansion Program project takes service. Once the term of service for a particular Managed Expansion Program project expires, customers will thereafter take service under Commercial/Industrial Rate G-51.

Meters are read and bills are presented monthly. In the event a meter reader is unable to obtain a meter reading, an estimated bill will be rendered to the customer.

Amounts not paid prior to the due date; normally the next following meter reading date and a date not less than twenty-five (25) days from the date the bill is mailed - are subject to a late payment charge of one and one-half percent (1½%) per month on the unpaid balance - equivalent to an eighteen percent (18%) annual rate. There is a \$15.00 charge for each bad check tendered for payment.

A customer must give at least four (4) days' notice before discontinuance of service and is responsible for all charges through the end of the notice period.

Service under this rate is subject to the rules and regulations and the published tariff, terms and conditions presently effective, or as filed from time to time, with the Commission.

DATED: August 13, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman  
TITLE: President



**18 MANAGED EXPANSION PROGRAM COMMERCIAL/INDUSTRIAL SERVICE:  
MEDIUM ANNUAL USE, LOW WINTER USE RATE  
CLASSIFICATION NO. G-56**

Availability

This rate is mandatory for customers taking service in a Managed Expansion Program project area who otherwise would have qualified for Commercial/Industrial Rate G-52.

Character of Service

Natural gas or equivalent will be supplied at a thermal content of nominally one (1) therm in each one hundred (100) cubic feet. Should the customer's consumption fail to meet the availability requirements for this rate, the customer's service will be transferred to the otherwise applicable tariff as described under the terms and conditions of this tariff.

Delivery Charge

**Customer Charge Per Meter:** \$8.6007 per day or \$258.02 per 30 day month

**Winter Period:** First 1000\* therms per 30 day month at \$0.3624 per therm  
All over 1000 therms per 30 day month at \$0.2477 per therm

**Summer Period:** First 1000\* therms per 30 day month at \$0.2677 per therm  
All over 1000 therms per 30 day month at \$0.1603 per therm

\*The number of therms billed in the first block will be calculated by multiplying the therms in the first block of the rate by a fraction the numerator of which is the number of days in the billing period and the denominator of which is 30.

The above rates shall be adjusted to reflect the recovery of all applicable taxes. The Winter Period shall be the months of November through April inclusive. The Summer Period shall be the months of May through October inclusive.

Supplier Charges

If the customer purchases its gas from a third party, supplier charges will be as agreed upon between the customer and the third party supplier and will be billed directly by the third party supplier. If the customer does not purchase its gas from a third party, the gas supplied by the Company will be subject to a per therm cost of gas rate. The cost of gas rate is not included in the delivery charge presented above. Refer to the Firm Rate Schedules which present both the delivery charge and cost of gas rates.

Other Charges for Delivery Service

The customer must also pay such charges and adjustments as are set forth in the Company's Local Distribution Adjustment Charge, as in effect from time to time and on file with the Commission. The delivery charge presented above is exclusive of these charges. Refer to Page 92 of this Tariff for firm rate schedules which present both the delivery charge and the LDAC rates.

Meter Account Charge

When the Company establishes or re-establishes a gas service account for a customer at a meter location, a meter account charge is incurred in addition to all other charges. The meter account charge is \$20.00 when the visit to the meter location is scheduled at the mutual convenience of the Company and the customer. Otherwise, the charge is \$30.00.

Terms and Conditions

To be eligible for this service, a customer must sign a contract for a one year period, which contract shall include the authority for the Company to monitor the customer's continued qualification for this service. In

DATED: November 15, 2023

ISSUED BY: /s/Neil Proudman

EFFECTIVE: November 1, 2023

Neil Proudman  
TITLE: President

the event that the customer fails to meet the eligibility criteria set forth in the availability section of this schedule based on a monthly evaluation employing the most recent twelve (12) month period, the Company may require that the customer be billed prospectively under an alternative rate subject to the terms of the customer's Service Agreement. The Service Agreement may contain limitations as to maximum hourly, daily, or monthly consumption, provisions for charges for excess usage, and other terms and conditions of service.

Service under each Managed Expansion Program project will have a term of ten years. Customers initiating service under this rate must take service hereunder until ten years following the date that the first customer in the particular Managed Expansion Program project takes service. Once the term of service for a particular Managed Expansion Program project expires, customers will thereafter take service under Commercial/Industrial Rate G-52.

The customer shall declare maximum seasonal demands and estimated seasonal volumes at the time application for service is made. These declarations shall be updated annually, by August 1.

Meters are read and bills are presented monthly. In the event a meter reader is unable to obtain a meter reading, an estimated bill will be rendered to the customer.

Amounts not paid prior to the due date; normally the next following meter reading date and a date not less than twenty-five (25) days from the date the bill is mailed - are subject to a late payment charge of one and one-half percent (1½%) per month on the unpaid balance - equivalent to an eighteen percent (18%) annual rate. There is a \$15.00 charge for each bad check tendered for payment.

A customer must give at least four (4) days' notice before discontinuance of service and is responsible for all charges through the end of the notice period.

Service under this rate is subject to the rules and regulations and the published tariff, terms and conditions presently effective, or as filed from time to time, with the Commission.

DATED: August 13, 2021

ISSUED BY: /s/Neil Proudman  
Neil Proudman  
TITLE: President

EFFECTIVE: August 1, 2021

**19 MANAGED EXPANSION PROGRAM COMMERCIAL/INDUSTRIAL SERVICE: HIGH  
ANNUAL USE, LOAD FACTOR LESS THAN 90% RATE  
CLASSIFICATION NO. G-57**

Availability

This rate is mandatory for customers taking service in a Managed Expansion Program project area who otherwise would have qualified for Commercial/Industrial Rate G-53.

Character of Service

Natural gas or equivalent will be supplied at a heat content value of nominally one (1) therm in each one hundred (100) cubic feet.

Delivery Charge

<b>Customer Charge Per Meter:</b>	\$38.0230 per day or \$1,140.69 per 30 day month
<b>Winter Period:</b>	All therms per 30 day month at \$0.2534 per therm
<b>Summer Period:</b>	All therms per 30 day month at \$0.1284 per therm

The above rates shall be adjusted to reflect the recovery of all applicable taxes. The Winter Period shall be the months of November through April inclusive. The Summer Period shall be the months of May through October inclusive.

Supplier Charges

If the customer purchases its gas from a third party, supplier charges will be as agreed upon between the customer and the third party supplier and will be billed directly by the third party supplier. If the customer does not purchase its gas from a third party, the gas supplied by the Company will be subject to a per therm cost of gas rate. The cost of gas rate is not included in the delivery charge presented above. Refer to Page 92 of this Tariff for firm rate schedules which present both the delivery charge and cost of gas rates.

Other Charges for Delivery Service

The customer must also pay such charges and adjustments as are set forth in the Company's Local Distribution Adjustment Charge, as in effect from time to time and on file with the Commission. The delivery charge presented above is exclusive of these charges. Refer to the Firm Rate Schedules which present both the delivery charge and the LDAC rates.

Meter Account Charge

When the Company establishes or re-establishes a gas service account for a customer at a meter location, a meter account charge is incurred in addition to all other charges. The meter account charge is \$20.00 when the visit to the meter location is scheduled at the mutual convenience of the Company and the customer. Otherwise, the charge is \$30.00.

Terms and Conditions

To be eligible for this service, a customer must sign a contract for a one year period, which contract shall include the authority for the Company to monitor the customer's continued qualification for this service. In the event that the customer fails to meet the eligibility criteria set forth in the availability section of this schedule based on a monthly evaluation employing the most recent twelve (12) month period, the Company may require that the customer be billed prospectively under an alternative rate subject to the terms of the customer's Service Agreement. The Service Agreement may contain limitations as to maximum hourly, daily, or monthly consumption, provisions for charges for excess usage, and other terms and conditions of service.

Service under each Managed Expansion Program project will have a term of ten years. Customers initiating service under this rate must take service hereunder until ten years following the date that the first customer

DATED: November 15, 2023

ISSUED BY: /s/Neil Proudman

EFFECTIVE: November 1, 2023

Neil Proudman  
TITLE: President

in the particular Managed Expansion Program project takes service. Once the term of service for a particular Managed Expansion Program project expires, customers will thereafter take service under Commercial/Industrial Rate G-53.

The customer shall declare maximum seasonal demands and estimated seasonal volumes at the time application for service is made. These declarations shall be updated annually, by August 1.

Meters are read and bills are presented monthly. In the event a meter reader is unable to obtain a meter reading, an estimated bill will be rendered to the customer.

Amounts not paid prior to the due date; normally the next following meter reading date and a date not less than twenty-five (25) days from the date the bill is mailed - are subject to a late payment charge of one and one-half percent (1½%) per month on the unpaid balance - equivalent to an eighteen percent (18%) annual rate. There is a \$15.00 charge for each bad check tendered for payment.

A customer must give at least four (4) days' notice before discontinuance of service and is responsible for all charges through the end of the notice period.

Service under this rate is subject to the rules and regulations and the published tariff, terms and conditions presently effective, or as filed from time to time, with the Commission.

DATED: August 13, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman  
TITLE: President

**20 MANAGED EXPANSION PROGRAM COMMERCIAL/INDUSTRIAL SERVICE: HIGH ANNUAL USE, LOAD FACTOR GREATER THAN 90% RATE CLASSIFICATION NO. G-58**

Availability

This rate is mandatory for customers taking service in a Managed Expansion Program project area who otherwise would have qualified for Commercial/Industrial Rate G-54.

Character of Service

Natural gas or equivalent will be supplied at a heat content value of nominally one (1) therm in each one hundred (100) cubic feet.

Delivery Charge

**Customer Charge Per Meter:** \$38.0543 per day or \$1,141.63 per 30 day month

**Winter Period:** All therms per 30 day month at \$0.0966 per therm

**Summer Period:** All therms per 30 day month at \$0.0546 per therm

The above rates shall be adjusted to reflect the recovery of all applicable taxes. The Winter Period shall be the months of November through April inclusive. The Summer Period shall be the months of May through October inclusive.

Supplier Charges

If the customer purchases its gas from a third party, supplier charges will be as agreed upon between the customer and the third party supplier and will be billed directly by the third party supplier. If the customer does not purchase its gas from a third party, the gas supplied by the Company will be subject to a per therm cost of gas rate. The cost of gas rate is not included in the delivery charge presented above. Refer to the Firm Rate Schedules which present both the delivery charge and cost of gas rates.

Other Charges for Delivery Service

The customer must also pay such charges and adjustments as are set forth in the Company's Local Distribution Adjustment Charge, as in effect from time to time and on file with the Commission. The delivery charge presented above is exclusive of these charges. Refer to Page 92 of this Tariff for firm rate schedules which present both the delivery charge and the LDAC rates.

Meter Account Charge

When the Company establishes or re-establishes a gas service account for a customer at a meter location, a meter account charge is incurred in addition to all other charges. The meter account charge is \$20.00 when the visit to the meter location is scheduled at the mutual convenience of the Company and the customer. Otherwise, the charge is \$30.00.

Terms and Conditions

To be eligible for this service, a customer must sign a contract for a one year period, which contract shall include the authority for the Company to monitor the customer's continued qualification for this service. In the event that the customer fails to meet the eligibility criteria set forth in the availability section of this schedule based on a monthly evaluation employing the most recent twelve (12) month period, the Company may require that the customer be billed prospectively under an alternative rate subject to the terms of the customer's Service Agreement. The Service Agreement may contain limitations as to maximum hourly, daily, or monthly consumption, provisions for charges for excess usage, and other terms and conditions of service.

DATED: November 15, 2023

ISSUED BY: /s/Neil Proudman  
Neil Proudman

EFFECTIVE: November 1, 2023

TITLE: President

in the particular Managed Expansion Program project takes service. Once the term of service for a particular Managed Expansion Program project expires, customers will thereafter take service under Commercial/Industrial Rate G-54.

The customer shall declare maximum seasonal demands and estimated seasonal volumes at the time application for service is made. These declarations shall be updated annually, by August 1.

Meters are read and bills are presented monthly. In the event a meter reader is unable to obtain a meter reading, an estimated bill will be rendered to the customer.

Amounts not paid prior to the due date; normally the next following meter reading date and a date not less than twenty-five (25) days from the date the bill is mailed - are subject to a late payment charge of one and one-half percent (1½%) per month on the unpaid balance - equivalent to an eighteen percent (18%) annual rate. There is a \$15.00 charge for each bad check tendered for payment.

A customer must give at least four (4) days' notice before discontinuance of service and is responsible for all charges through the end of the notice period.

Service under this rate is subject to the rules and regulations and the published tariff, terms and conditions presently effective, or as filed from time to time, with the Commission.

## 21 OUTDOOR GAS LIGHTING

### Availability

This rate is available for residential outdoor gas lighting where such service is provided from the Company's existing delivery system to a standard gas light fixture or fixtures, located on the customer's premises, and when it is not feasible to meter such service along with other gas used on the premises and bill the same under the rate in effect for all other services. Service under this rate is available at those locations which were receiving service hereunder as of July 1, 2015, and which have continuously received service hereunder since that date.

Rate Per Light Per Month

\$12.81

The above rates shall be adjusted to reflect the recovery of all applicable taxes.

### Account Charge

When the Company establishes or re-establishes a gas service account for a customer at a location, an account charge is incurred in addition to all other charges. The account charge is \$20.00 when the visit to the location is scheduled at the mutual convenience of the Company and the customer. Otherwise, the charge is \$30.00.

### Terms and Conditions

Meters are read and bills are presented monthly.

Amounts not paid prior to the due date; normally the next following meter reading date and a date not less than twenty-five (25) days from the date the bill is mailed - are subject to a late payment charge of one and one-half percent (1½%) per month on the unpaid balance - equivalent to an eighteen percent (18%) annual rate. There is a \$15.00 charge for each bad check tendered for payment.

A customer must give at least four (4) days' notice before discontinuance of service and is responsible for all charges through the end of the notice period.

Service under this rate is subject to the rules and regulations and the published tariff, terms and conditions presently effective, or as filed from time to time, with the Commission.

DATED: August 13, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman  
TITLE: President

## 22 FIRM RATE SCHEDULES - EXCLUDING KEENE CUSTOMERS

### II RATE SCHEDULES

	Rates Effective March 1, 2025 - April 30, 2025 Winter Period				Rates Effective July 1, 2025 - October 31, 2025 Summer Period			
	<u>Delivery Charge</u>	<u>Cost of Gas Rate Page 95</u>	<u>LDAC Page 101</u>	<u>Total Rate</u>	<u>Delivery Charge</u>	<u>Cost of Gas Rate Page 92</u>	<u>LDAC Page 101</u>	<u>Total Rate</u>
<b><u>Residential Non Heating - R-1</u></b>								
Customer Charge per Month per Meter	\$ 16.76			\$ 16.76	\$ 16.76			\$ 16.76
All therms	\$ 0.5025	\$ 0.7610	\$ 0.1692	\$ 1.4327	\$ 0.5025	\$ 0.2976	\$ 0.1692	\$ 0.9693
<b><u>Residential Heating - R-3</u></b>								
Customer Charge per Month per Meter	\$ 16.76			\$ 16.76	\$ 16.76			\$ 16.76
Therms in the first block per month at	\$ 0.6716	\$ 0.7610	\$ 0.1692	\$ 1.6018	\$ 0.6716	\$ 0.2976	\$ 0.1692	\$ 1.1384
<b><u>Residential Heating - R-4</u></b>								
Customer Charge per Month per Meter	\$ 9.22			\$ 9.22	\$ 16.76			\$ 16.76
Therms in the first block per month at	\$ 0.3694	\$ 0.4186	\$ 0.1692	\$ 0.9572	\$ 0.6716	\$ 0.2976	\$ 0.1692	\$ 1.1384
<b><u>Commercial/Industrial - G-41</u></b>								
Customer Charge per Month per Meter	\$ 66.23			\$ 66.23	\$ 66.23			\$ 66.23
Size of the first block	100 Therms				20 Therms			
Therms in the first block per month at	\$ 0.5367	\$ 0.7610	\$ 0.0857	\$ 1.3834	\$ 0.5367	\$ 0.2976	\$ 0.0857	\$ 0.9200
All therms over the first block per month at	\$ 0.3692	\$ 0.7610	\$ 0.0857	\$ 1.2159	\$ 0.3692	\$ 0.2976	\$ 0.0857	\$ 0.7525
<b><u>Commercial/Industrial - G-42</u></b>								
Customer Charge per Month per Meter	\$ 198.65			\$ 198.65	\$ 198.65			\$ 198.65
Size of the first block	1000 Therms				400 Therms			
Therms in the first block per month at	\$ 0.4884	\$ 0.7610	\$ 0.0857	\$ 1.3351	\$ 0.4884	\$ 0.2976	\$ 0.0857	\$ 0.8717
All therms over the first block per month at	\$ 0.3336	\$ 0.7610	\$ 0.0857	\$ 1.1803	\$ 0.3336	\$ 0.2976	\$ 0.0857	\$ 0.7169
<b><u>Commercial/Industrial - G-43</u></b>								
Customer Charge per Month per Meter	\$ 850.68			\$ 850.68	\$ 850.68			\$ 850.68
All therms over the first block per month at	\$ 0.3012	\$ 0.7610	\$ 0.0857	\$ 1.1479	\$ 0.1464	\$ 0.2976	\$ 0.0857	\$ 0.5297
<b><u>Commercial/Industrial - G-51</u></b>								
Customer Charge per Month per Meter	\$ 66.29			\$ 66.29	\$ 66.29			\$ 66.29
Size of the first block	100 Therms				100 Therms			
Therms in the first block per month at	\$ 0.3234	\$ 0.7614	\$ 0.0857	\$ 1.1705	\$ 0.3234	\$ 0.2976	\$ 0.0857	\$ 0.7067
All therms over the first block per month at	\$ 0.2159	\$ 0.7614	\$ 0.0857	\$ 1.0630	\$ 0.2159	\$ 0.2976	\$ 0.0857	\$ 0.5992
<b><u>Commercial/Industrial - G-52</u></b>								
Customer Charge per Month per Meter	\$ 198.48			\$ 198.48	\$ 198.48			\$ 198.48
Size of the first block	1000 Therms				1000 Therms			
Therms in the first block per month at	\$ 0.2788	\$ 0.7614	\$ 0.0857	\$ 1.1259	\$ 0.2059	\$ 0.2976	\$ 0.0857	\$ 0.5892
All therms over the first block per month at	\$ 0.1905	\$ 0.7614	\$ 0.0857	\$ 1.0376	\$ 0.1233	\$ 0.2976	\$ 0.0857	\$ 0.5066
<b><u>Commercial/Industrial - G-53</u></b>								
Customer Charge per Month per Meter	\$ 877.45			\$ 877.45	\$ 877.45			\$ 877.45
All therms over the first block per month at	\$ 0.1949	\$ 0.7614	\$ 0.0857	\$ 1.0420	\$ 0.0988	\$ 0.2976	\$ 0.0857	\$ 0.4821
<b><u>Commercial/Industrial - G-54</u></b>								
Customer Charge per Month per Meter	\$ 878.18			\$ 878.18	\$ 878.18			\$ 878.18
All therms over the first block per month at	\$ 0.0743	\$ 0.7614	\$ 0.0857	\$ 0.9214	\$ 0.0420	\$ 0.2976	\$ 0.0857	\$ 0.4253

DATED: June 24, 2025

EFFECTIVE: July 1, 2025

ISSUED BY: /s/ Anthony Strabone III  
Anthony Strabone III  
TITLE: President

## 23 FIRM RATE SCHEDULES - KEENE CUSTOMERS

### II RATE SCHEDULES

	Rates Effective April 1, 2025 - April 30, 2025 Winter Period				Rates Effective July 1, 2025 - October 31, 2025 Summer Period			
	Delivery Charge	Cost of Gas Rate Page 97	LDAC Page 101	Total Rate	Delivery Charge	Cost of Gas Rate Page 93	LDAC Page 101	Total Rate
<b><u>Residential Non Heating - R-1</u></b>								
Customer Charge per Month per Meter	\$ 16.76			\$ 16.76	\$ 16.76			\$ 16.76
All therms	\$ 0.5025	\$ 1.2892	\$ 0.1692	\$ 1.9609	\$ 0.5025	\$ 1.4207	\$ 0.1692	\$ 2.0924
<b><u>Residential Heating - R-3</u></b>								
Customer Charge per Month per Meter	\$ 16.76			\$ 16.76	\$ 16.76			\$ 16.76
Therms in the first block per month at	\$ 0.6716	\$ 1.2892	\$ 0.1692	\$ 2.1300	\$ 0.6716	\$ 1.4207	\$ 0.1692	\$ 2.2615
<b><u>Residential Heating - R-4</u></b>								
Customer Charge per Month per Meter	\$ 9.22			\$ 9.22	\$ 16.76			\$ 16.76
Therms in the first block per month at	\$ 0.3694	\$ 0.7091	\$ 0.1692	\$ 1.2477	\$ 0.6716	\$ 1.4207	\$ 0.1692	\$ 2.2615
<b><u>Commercial/Industrial - G-41</u></b>								
Customer Charge per Month per Meter	\$ 66.23			\$ 66.23	\$ 66.23			\$ 66.23
Size of the first block	100 Therms				20 Therms			
Therms in the first block per month at	\$ 0.5367	\$ 1.2892	\$ 0.0857	\$ 1.9116	\$ 0.5367	\$ 1.4207	\$ 0.0857	\$ 2.0431
All therms over the first block per month at	\$ 0.3692	\$ 1.2892	\$ 0.0857	\$ 1.7441	\$ 0.3692	\$ 1.4207	\$ 0.0857	\$ 1.8756
<b><u>Commercial/Industrial - G-42</u></b>								
Customer Charge per Month per Meter	\$ 198.65			\$ 198.65	\$ 198.65			\$ 198.65
Size of the first block	1000 Therms				400 Therms			
Therms in the first block per month at	\$ 0.4884	\$ 1.2892	\$ 0.0857	\$ 1.8633	\$ 0.4884	\$ 1.4207	\$ 0.0857	\$ 1.9948
All therms over the first block per month at	\$ 0.3336	\$ 1.2892	\$ 0.0857	\$ 1.7085	\$ 0.3336	\$ 1.4207	\$ 0.0857	\$ 1.8400
<b><u>Commercial/Industrial - G-43</u></b>								
Customer Charge per Month per Meter	\$ 850.68			\$ 850.68	\$ 850.68			\$ 850.68
All therms over the first block per month at	\$ 0.3012	\$ 1.2892	\$ 0.0857	\$ 1.6761	\$ 0.1464	\$ 1.4207	\$ 0.0857	\$ 1.6528
<b><u>Commercial/Industrial - G-51</u></b>								
Customer Charge per Month per Meter	\$ 66.29			\$ 66.29	\$ 66.29			\$ 66.29
Size of the first block	100 Therms				100 Therms			
Therms in the first block per month at	\$ 0.3234	\$ 1.2892	\$ 0.0857	\$ 1.6983	\$ 0.3234	\$ 1.4207	\$ 0.0857	\$ 1.8298
All therms over the first block per month at	\$ 0.2159	\$ 1.2892	\$ 0.0857	\$ 1.5908	\$ 0.2159	\$ 1.4207	\$ 0.0857	\$ 1.7223
<b><u>Commercial/Industrial - G-52</u></b>								
Customer Charge per Month per Meter	\$ 198.48			\$ 198.48	\$ 198.48			\$ 198.48
Size of the first block	1000 Therms				1000 Therms			
Therms in the first block per month at	\$ 0.2788	\$ 1.2892	\$ 0.0857	\$ 1.6537	\$ 0.2059	\$ 1.4207	\$ 0.0857	\$ 1.7123
All therms over the first block per month at	\$ 0.1905	\$ 1.2892	\$ 0.0857	\$ 1.5654	\$ 0.1233	\$ 1.4207	\$ 0.0857	\$ 1.6297
<b><u>Commercial/Industrial - G-53</u></b>								
Customer Charge per Month per Meter	\$ 877.45			\$ 877.45	\$ 877.45			\$ 877.45
All therms over the first block per month at	\$ 0.1949	\$ 1.2892	\$ 0.0857	\$ 1.5698	\$ 0.0988	\$ 1.4207	\$ 0.0857	\$ 1.6052
<b><u>Commercial/Industrial - G-54</u></b>								
Customer Charge per Month per Meter	\$ 878.18			\$ 878.18	\$ 878.18			\$ 878.18
All therms over the first block per month at	\$ 0.0743	\$ 1.2892	\$ 0.0857	\$ 1.4492	\$ 0.0420	\$ 1.4207	\$ 0.0857	\$ 1.5484

DATED: June 24, 2025

ISSUED BY: /s/ Anthony Strabone III  
Anthony Strabone III

EFFECTIVE: July 1, 2025

TITLE: President



**24 FIRM RATE SCHEDULES – MANAGED EXPANSION PROGRAM - EXCLUDING  
KEENE CUSTOMERS**

**II RATE SCHEDULES**

	Rates Effective March 1, 2025 - April 30, 2025 Winter Period				Rates Effective July 1, 2025 - October 31, 2025 Summer Period			
	<u>Delivery Charge</u>	<u>Cost of Gas Rate Page 95</u>	<u>LDAC Page 101</u>	<u>Total Rate</u>	<u>Delivery Charge</u>	<u>Cost of Gas Rate Page 92</u>	<u>LDAC Page 101</u>	<u>Total Rate</u>
<b><u>Residential Non Heating - R-5</u></b>								
Customer Charge per Month per Meter	\$ 21.79			\$ 21.79	\$ 21.79			\$ 21.79
All therms	\$ 0.6533	\$ 0.7610	\$ 0.1692	\$ 1.5835	\$ 0.6533	\$ 0.2976	\$ 0.1692	\$ 1.1201
<b><u>Residential Heating - R-6</u></b>								
Customer Charge per Month per Meter	\$ 21.79			\$ 21.79	\$ 21.79			\$ 21.79
Therms in the first block per month at	\$ 0.8731	\$ 0.7610	\$ 0.1692	\$ 1.8033	\$ 0.8731	\$ 0.2976	\$ 0.1692	\$ 1.3399
<b><u>Residential Heating - R-7</u></b>								
Customer Charge per Month per Meter	\$ 11.99			\$ 11.99	\$ 21.79			\$ 21.79
Therms in the first block per month at	\$ 0.4802	\$ 0.4186	\$ 0.1692	\$ 1.0680	\$ 0.8731	\$ 0.2976	\$ 0.1692	\$ 1.3399
<b><u>Commercial/Industrial - G-44</u></b>								
Customer Charge per Month per Meter	\$ 86.10			\$ 86.10	\$ 86.10			\$ 86.10
Size of the first block	100 Therms				20 Therms			
Therms in the first block per month at	\$ 0.6977	\$ 0.7610	\$ 0.0857	\$ 1.5444	\$ 0.6977	\$ 0.2976	\$ 0.0857	\$ 1.0810
All therms over the first block per month at	\$ 0.4800	\$ 0.7610	\$ 0.0857	\$ 1.3267	\$ 0.4800	\$ 0.2976	\$ 0.0857	\$ 0.8633
<b><u>Commercial/Industrial - G-45</u></b>								
Customer Charge per Month per Meter	\$ 258.25			\$ 258.25	\$ 258.25			\$ 258.25
Size of the first block	1000 Therms				400 Therms			
Therms in the first block per month at	\$ 0.6349	\$ 0.7610	\$ 0.0857	\$ 1.4816	\$ 0.6349	\$ 0.2976	\$ 0.0857	\$ 1.0182
All therms over the first block per month at	\$ 0.4337	\$ 0.7610	\$ 0.0857	\$ 1.2804	\$ 0.4337	\$ 0.2976	\$ 0.0857	\$ 0.8170
<b><u>Commercial/Industrial - G-46</u></b>								
Customer Charge per Month per Meter	\$ 1,105.88			\$ 1,105.88	\$ 1,105.88			\$ 1,105.88
All therms over the first block per month at	\$ 0.3916	\$ 0.7610	\$ 0.0857	\$ 1.2383	\$ 0.1903	\$ 0.2976	\$ 0.0857	\$ 0.5736
<b><u>Commercial/Industrial - G-55</u></b>								
Customer Charge per Month per Meter	\$ 86.18			\$ 86.18	\$ 86.18			\$ 86.18
Size of the first block	100 Therms				100 Therms			
Therms in the first block per month at	\$ 0.4204	\$ 0.7614	\$ 0.0857	\$ 1.2675	\$ 0.4204	\$ 0.2976	\$ 0.0857	\$ 0.8037
All therms over the first block per month at	\$ 0.2807	\$ 0.7614	\$ 0.0857	\$ 1.1278	\$ 0.2807	\$ 0.2976	\$ 0.0857	\$ 0.6640
<b><u>Commercial/Industrial - G-56</u></b>								
Customer Charge per Month per Meter	\$ 258.02			\$ 258.02	\$ 258.02			\$ 258.02
Size of the first block	1000 Therms				1000 Therms			
Therms in the first block per month at	\$ 0.3624	\$ 0.7614	\$ 0.0857	\$ 1.2095	\$ 0.2677	\$ 0.2976	\$ 0.0857	\$ 0.6510
All therms over the first block per month at	\$ 0.2477	\$ 0.7614	\$ 0.0857	\$ 1.0948	\$ 0.1603	\$ 0.2976	\$ 0.0857	\$ 0.5436
<b><u>Commercial/Industrial - G-57</u></b>								
Customer Charge per Month per Meter	\$ 1,140.69			\$ 1,140.69	\$ 1,140.69			\$ 1,140.69
All therms over the first block per month at	\$ 0.2534	\$ 0.7614	\$ 0.0857	\$ 1.1005	\$ 0.1284	\$ 0.2976	\$ 0.0857	\$ 0.5117
<b><u>Commercial/Industrial - G-58</u></b>								
Customer Charge per Month per Meter	\$ 1,141.63			\$ 1,141.63	\$ 1,141.63			\$ 1,141.63
All therms over the first block per month at	\$ 0.0966	\$ 0.7614	\$ 0.0857	\$ 0.9437	\$ 0.0546	\$ 0.2976	\$ 0.0857	\$ 0.4379

DATED: June 24, 2025

EFFECTIVE: July 1, 2025

ISSUED BY: /s/Anthony Strabone III

Anthony Strabone III  
TITLE: President

**25 FIRM RATE SCHEDULES – OUTDOOR GAS LIGHTING**

<b>Outdoor Gas Lighting</b>	
Per Light Per Month	\$12.81

DATED: August 13, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman  
TITLE: President

## 26 ANTICIPATED SUMMER PERIOD COST OF GAS - EXCLUDING KEENE CUSTOMERS OR GAS LIGHTING

Anticipated Cost of Gas  
PERIOD COVERED: SUMMER PERIOD, MAY 1, 2025 THROUGH OCTOBER 31, 2025  
(REFER TO TEXT ON IN SECTION 17 COST OF GAS CLAUSE)

(Col 1)	(Col 2)	(Col 3)
<b>Anticipated Direct Cost of Gas (as of 6/1/2025 estimated COG)</b>		
<b>Purchased Gas:</b>		
Demand Costs:	\$ 1,008,712	
Supply Costs:	8,137,492	
<b>Storage Gas:</b>		
Demand, Capacity:	\$ -	
Commodity Costs:	-	
<b>Produced Gas:</b>	-	
<b>AMA Credits (Savings)</b>	(3,217,415)	
<b>Unadjusted Anticipated Cost of Gas</b>		<b>\$ 5,928,789</b>
<b>Adjustments:</b>		
Prior Period (Over)/Under Recovery (as of 6/1/2025 estimated COG)	\$ 405,803	
Interest	23,896	
Accounting Adjustments	-	
Refunds from Suppliers	-	
Broker Revenues	-	
Fuel Financing	-	
Transportation CGA Revenues	-	
Interruptible Sales Margin	-	
Capacity Release and Off System Sales Margins	-	
Hedging Costs	-	
Fixed Price Option Administrative Costs	-	
<b>Total Adjustments</b>		<b>429,699</b>
<b>Total Anticipated Direct Cost of Gas</b>		<b>\$ 6,358,488</b>
<b>Anticipated Indirect Cost of Gas</b>		
<b>Working Capital:</b>		
Total Unadjusted Anticipated Cost of Gas 06/01/25-10/31/25	\$ 5,928,789	
Working Capital Rate: Lead Lag Days / 365	0.0705	
Prime Rate	7.50%	
Working Capital Percentage	0.529%	
Working Capital	\$ 31,348	
Plus: Working Capital Reconciliation	(17,628)	
Total Working Capital Allowance		13,721
<b>Bad Debt:</b>		
Total Unadjusted Anticipated Cost of Gas 06/01/25-10/31/25	\$ 5,928,789	
Less: Refunds	-	
Plus: Total Working Capital	13,721	
Plus: Prior Period (Over)/Under Recovery	405,803	
Subtotal	\$ 6,348,312	
Bad Debt Percentage	1.99%	
Bad Debt Allowance	\$ 51	
Plus: Bad Debt Reconciliation	609,620	
Total Bad Debt Allowance		\$ 609,671
<b>Production and Storage Capacity</b>		\$ -
Miscellaneous Overhead 06/01/25-10/31/25	\$ -	
Times Summer Sales	17,070	
Divided by Total Sales	111,311	
<b>Miscellaneous Overhead</b>		-
<b>Total Anticipated Indirect Cost of Gas</b>		<b>\$ 623,391</b>
<b>Total Cost of Gas</b>		<b>\$ 6,981,879</b>

DATED: June 11, 2025

EFFECTIVE: June 1, 2025

ISSUED BY: /s/ Anthony Strabone III

Anthony Strabone III

TITLE: President

## 27 CALCULATION OF FIRM SALES SUMMER PERIOD COST OF GAS RATE - EXCLUDING KEENE CUSTOMERS

### CALCULATION OF FIRM SALES COST OF GAS RATE PERIOD COVERED: SUMMER PERIOD, MAY 1, 2025 THROUGH OCTOBER 31, 2025 (Refer to Text in Section 17 Cost of Gas Clause)

(Col 1)	(Col 2)	(Col 3)
Total Anticipated Direct Cost of Gas	\$ 6,358,488	
Projected Prorated Sales (06/01/2025-10/31/2025)	17,070,439	
<b>Direct Cost of Gas Rate</b>		\$ 0.3725 per therm
<b>Demand Cost of Gas Rate</b>	\$ 1,008,712	\$ 0.0591 per therm
<b>Commodity Cost of Gas Rate</b>	8,137,492	\$ 0.4767 per therm
<b>Adjustment Cost of Gas Rate</b>	429,699	\$ 0.0252 per therm
<b>AMA Credits (Savings)</b>	(3,217,415)	\$ (0.1885) per therm
<b>Total Direct Cost of Gas Rate</b>	\$ 6,358,488	\$ 0.3725 per therm
Total Anticipated Indirect Cost of Gas	\$ 623,391	
Projected Prorated Sales (06/01/2025-10/31/2025)	17,070,439	
<b>Indirect Cost of Gas</b>		\$ 0.0365 per therm
<b>TOTAL PERIOD AVERAGE COST OF GAS EFFECTIVE 06/01/2025</b>		<b>\$ 0.4090 per therm</b>
<b>RESIDENTIAL COST OF GAS RATE - EXCLUDING LOW INCOME - 05/01/2025</b>	<b>COGsr</b>	<b>\$ 0.0903 /therm</b>
Change in rate due to change in under/over recovery		\$ 0.3187
<b>RESIDENTIAL COST OF GAS RATE - 06/01/2025</b>	<b>COGsr</b>	<b>\$ 0.4090 /therm</b>
Change in rate due to change in under/over recovery		\$ (0.1114)
<b>RESIDENTIAL COST OF GAS RATE - 07/01/2025</b>	<b>COGsr</b>	<b>\$ 0.2976 /therm</b>
	Maximum (COG + 25%)	\$ 0.5113
<b>C&amp;I HIGH WINTER USE COST OF GAS RATE - 05/01/2025</b>	<b>COGsh</b>	<b>\$ 0.0902 /therm</b>
Change in rate due to change in under/over recovery		\$ 0.3188
<b>C&amp;I HIGH WINTER USE COST OF GAS RATE - 06/01/2025</b>	<b>COGsh</b>	<b>\$ 0.4090 /therm</b>
Change in rate due to change in under/over recovery		\$ (0.1114)
<b>C&amp;I HIGH WINTER USE COST OF GAS RATE - 07/01/2025</b>	<b>COGsh</b>	<b>\$ 0.2976 /therm</b>
Average Demand Cost of Gas Rate Effective 06/01/25	\$ 0.0591	Maximum (COG + 25%) \$ 0.5113 per therm
Times: High Winter Use Ratio (Summer)	0.9999	
Times: Correction Factor	0.9999	
Adjusted Demand Cost of Gas Rate	\$ 0.0591	
Commodity Cost of Gas Rate	\$ 0.4767	
Adjustment Cost of Gas Rate	\$ 0.0252	
Indirect Cost of Gas Rate	\$ 0.0365	
AMA Credits (Savings)	\$ (0.1885)	
Adjusted C&I High Winter Use Cost of Gas Rate	\$ 0.4090	
<b>C&amp;I LOW WINTER USE COST OF GAS RATE - 05/01/2025</b>	<b>COGsl</b>	<b>\$ 0.0904 /therm</b>
Change in rate due to change in under/over recovery		\$ 0.3186
<b>C&amp;I LOW WINTER USE COST OF GAS RATE - 06/01/2025</b>	<b>COGsl</b>	<b>\$ 0.4090 /therm</b>
Change in rate due to change in under/over recovery		\$ (0.1114)
<b>C&amp;I LOW WINTER USE COST OF GAS RATE - 07/01/2025</b>	<b>COGsl</b>	<b>\$ 0.2976 /therm</b>
Average Demand Cost of Gas Rate Effective 06/01/25	\$ 0.0591	Maximum (COG + 25%) \$ 0.5113 per therm
Times: Low Winter Use Ratio (Summer)	1.0003	
Times: Correction Factor	0.9999	
Adjusted Demand Cost of Gas Rate	\$ 0.0591	
Commodity Cost of Gas Rate	\$ 0.4767	
Adjustment Cost of Gas Rate	\$ 0.0252	
Indirect Cost of Gas Rate	\$ 0.0365	
AMA Credits (Savings)	\$ (0.1885)	
Adjusted C&I Low Winter Use Cost of Gas Rate	\$ 0.4090	

DATED: June 24, 2025

ISSUED BY: /s/ Anthony Strabone III

EFFECTIVE: July 1, 2025

Anthony Strabone III  
President

## 28 CALCULATION OF SUMMER PERIOD COST OF GAS RATE – KEENE CUSTOMERS

### Calculation of the Cost of Gas Rate

Period Covered: Summer Period May 1, 2025 through October 31, 2025

Projected Gas Sales - therms 352,034

Total Calculated Cost of Gas Sendout, including interest \$549,015

Add: Prior Period Deficiency Uncollected \$3,451  
Interest (\$37)

Deduct: Prior Period (Excess) Collected \$0  
Interest \$0

Prior Period Adjustments and Interest \$3,415

Total Anticipated Cost \$552,429

### Cost of Gas Rate

Cost of Gas Rate - Beginning Period (per therm) \$1.5693

Cost of Gas Rate - July 1, 2025 (per therm) \$1.4207

Pursuant to tariff section 17(d), the Company may adjust the approved  
cost of gas rate upward on a monthly basis to the following rate:

Maximum Cost of Gas Rate - Non-Fixed Price Option (per therm) \$1.9616

DATED: June 24, 2025

ISSUED BY: /s/ Anthony Strabone III  
Anthony Strabone III

EFFECTIVE: July 1, 2025

TITLE: President

Authorized by NHPUC Order No. 28,136 dated April 25, 2025 in Docket No. DG 25-018.

## 29 CALCULATION OF FIXED WINTER PERIOD COST OF GAS RATE EXCLUDING KEENE CUSTOMERS

### II. RATE SCHEDULES

#### CALCULATION OF FIXED WINTER PERIOD COST OF GAS RATE

PERIOD COVERED: WINTER PERIOD, NOVEMBER 1, 2024 THROUGH APRIL 30, 2025  
(Refer to Text in Section 17(A) Fixed Price Option Program)

(Col 1)	(Col 2)	(Col 3)
Total Anticipated Direct Cost of Gas	\$49,555,420	
Projected Prorated Sales (11/01/24 - 04/30/25)	88,888,172	
<b>Direct Cost of Gas Rate</b>		\$ 0.5575 per therm
<b>Demand Cost of Gas Rate</b>	\$14,124,307	\$ 0.1589 per therm
<b>Commodity Cost of Gas Rate</b>	42,256,391	\$ 0.4754 per therm
<b>Adjustment Cost of Gas Rate</b>	(2,330,377)	\$ (0.0262) per therm
<b>Hedge Underground Storage Contract (Savings)/Loss</b>	(4,494,900)	\$ (0.0506) per therm
<b>Total Direct Cost of Gas Rate</b>	\$49,555,420	\$ 0.5575 per therm
Total Anticipated Indirect Cost of Gas	\$ 4,563,380	
Projected Prorated Sales (11/01/24 - 04/30/25)	88,888,172	
<b>Indirect Cost of Gas</b>		\$ 0.0513 per therm
<b>TOTAL PERIOD AVERAGE COST OF GAS EFFECTIVE (11/01/24)</b>		<b>\$ 0.6088</b>
<u>Calculation of FPO Excluding Low Income - Rate Code R-3</u>		
TOTAL PERIOD AVERAGE COST OF GAS EFFECTIVE (11/01/24)		\$ 0.6088
FPO Risk Premium		\$ 0.0200
TOTAL PERIOD FIXED PRICE OPTION COST OF GAS RATE EFFECTIVE (11/01/24)		\$ 0.6288
<b>RESIDENTIAL FPO COST OF GAS RATE - EXCLUDING LOW INCOME - (R-3) 11/01/24</b>	<b>COGwr</b>	<b>\$ 0.6288 /therm</b>
<u>Calculation of FPO for Gas Assistance Program - Rate Code R-4</u>		
TOTAL PERIOD AVERAGE COST OF GAS EFFECTIVE (11/01/24) FPO (Line 13 * 0.55)		\$ 0.3348
FPO Risk Premium (Line 14 * 0.55)		\$ 0.0110
TOTAL PERIOD FIXED PRICE OPTION COST OF GAS RATE EFFECTIVE (11/01/24) (Line 15 * 0.55)		\$ 0.3458
<b>RESIDENTIAL FPO COST OF GAS RATE - LOW INCOME - (R-4) 11/01/24</b>	<b>COGwr</b>	<b>\$ 0.3458 /therm</b>

DATED: October 31, 2024

ISSUED BY: /s/Neil Proudman

EFFECTIVE: November 1, 2024

Neil Proudman  
TITLE: President

### 30 CALCULATION OF FIRM SALES WINTER PERIOD COST OF GAS RATE EXCLUDING KEENE CUSTOMERS

**CALCULATION OF FIRM SALES COST OF GAS RATE**  
**PERIOD COVERED: WINTER PERIOD, NOVEMBER 1, 2023 THROUGH APRIL 30, 2024**  
(Refer to Text in Section 17 Cost of Gas Clause)

(Col 1)	(Col 2)	(Col 3)
Total Anticipated Direct Cost of Gas	\$ 49,555,420	
Projected Prorated Sales (11/01/2024 - 04/30/2025)	88,888,172	
<b>Direct Cost of Gas Rate</b>		\$ 0.5575 per therm
<b>Demand Cost of Gas Rate</b>	\$ 14,124,307	\$ 0.1589 per therm
<b>Commodity Cost of Gas Rate</b>	42,256,391	\$ 0.4754 per therm
<b>Adjustment Cost of Gas Rate</b>	(2,330,377)	\$ (0.0262) per therm
<b>Hedge Contract (Savings)</b>	(4,494,900)	\$ (0.0506) per therm
<b>Total Direct Cost of Gas Rate</b>	\$ 49,555,420	\$ 0.5575 per therm
Total Anticipated Indirect Cost of Gas	\$ 4,563,380	
Projected Prorated Sales (11/01/2024 - 04/30/2025)	88,888,172	
<b>Indirect Cost of Gas</b>		\$ 0.0513 per therm
<b>TOTAL PERIOD AVERAGE COST OF GAS EFFECTIVE 11/01/24</b>		<b>\$ 0.6088 per therm</b>
<b>RESIDENTIAL COST OF GAS RATE - EXCLUDING LOW INCOME - 11/01/24</b>	<b>COGwr</b>	<b>\$ 0.6088 /therm</b>
Change in rate due to revised under/over recovery projection		\$ (0.0905)
<b>RESIDENTIAL COST OF GAS RATE - EXCLUDING LOW INCOME - 12/01/24</b>	<b>COGwr</b>	<b>\$ 0.5183 /therm</b>
Change in rate due to revised under/over recovery projection		\$ 0.0580
<b>RESIDENTIAL COST OF GAS RATE - EXCLUDING LOW INCOME - 01/01/25</b>	<b>COGwr</b>	<b>\$ 0.5763 /therm</b>
Change in rate due to revised under/over recovery projection		\$ 0.0915
<b>RESIDENTIAL COST OF GAS RATE - EXCLUDING LOW INCOME - 02/01/25</b>	<b>COGwr</b>	<b>\$ 0.6678 /therm</b>
Change in rate due to revised under/over recovery projection		\$ 0.0932
<b>RESIDENTIAL COST OF GAS RATE - EXCLUDING LOW INCOME - 03/01/25</b>	<b>COGwr</b>	<b>\$ 0.7610 /therm</b>
Maximum (COG + 25%)		\$ 0.7610
<b>GAS ASSISTANCE PLAN RESIDENTIAL COST OF GAS RATE R-4 - 11/01/24</b>	<b>COGwr</b>	<b>\$ 0.3348 /therm</b>
Change in rate due to revised under/over recovery projection		\$ (0.0497)
<b>GAS ASSISTANCE PLAN RESIDENTIAL COST OF GAS RATE R-4 - 12/01/24</b>	<b>COGwr</b>	<b>\$ 0.2851 /therm</b>
Change in rate due to revised under/over recovery projection		\$ 0.0319
<b>GAS ASSISTANCE PLAN RESIDENTIAL COST OF GAS RATE R-4 - 01/01/25</b>	<b>COGwr</b>	<b>\$ 0.3170 /therm</b>
Change in rate due to revised under/over recovery projection		\$ 0.0503
<b>GAS ASSISTANCE PLAN RESIDENTIAL COST OF GAS RATE R-4 - 02/01/25</b>	<b>COGwr</b>	<b>\$ 0.3673 /therm</b>
Change in rate due to revised under/over recovery projection		\$ 0.0513
<b>GAS ASSISTANCE PLAN RESIDENTIAL COST OF GAS RATE R-4 - 03/01/25</b>	<b>COGwr</b>	<b>\$ 0.4186 /therm</b>
Maximum (COG + 25%)		\$ 0.4186
<b>C&amp;I HIGH WINTER USE COST OF GAS RATE - 11/01/24</b>	<b>COGwh</b>	<b>\$ 0.6088 /therm</b>
Change in rate due to revised under/over recovery projection		\$ (0.0905)
<b>C&amp;I HIGH WINTER USE COST OF GAS RATE - 12/01/24</b>	<b>COGwh</b>	<b>\$ 0.5183 /therm</b>
Change in rate due to revised under/over recovery projection		\$ 0.0580
<b>C&amp;I HIGH WINTER USE COST OF GAS RATE - 01/01/25</b>	<b>COGwh</b>	<b>\$ 0.5763 /therm</b>
Change in rate due to revised under/over recovery projection		\$ 0.0915
<b>C&amp;I HIGH WINTER USE COST OF GAS RATE - 02/01/25</b>	<b>COGwh</b>	<b>\$ 0.6678 /therm</b>
Change in rate due to revised under/over recovery projection		\$ 0.0932
<b>C&amp;I HIGH WINTER USE COST OF GAS RATE - 03/01/25</b>	<b>COGwh</b>	<b>\$ 0.7610 /therm</b>
Average Demand Cost of Gas Rate Effective 11/01/24	\$ 0.1589	Maximum (COG + 25%) \$ 0.7610
Times: High Winter Use Ratio (Winter)	0.9995	
Times: Correction Factor	1.0002	
Adjusted Demand Cost of Gas Rate	\$ 0.1589	
Commodity Cost of Gas Rate	\$ 0.4754	
Adjustment Cost of Gas Rate	\$ (0.0262)	
Indirect Cost of Gas Rate	\$ 0.0513	
Hedge Contract (Savings)	\$ (0.0506)	
Adjusted C&I High Winter Use Cost of Gas Rate	\$ 0.6088	
<b>C&amp;I LOW WINTER USE COST OF GAS RATE - 11/01/24</b>	<b>COGwl</b>	<b>\$ 0.6091 /therm</b>
Change in rate due to revised under/over recovery projection		\$ (0.0907)
<b>C&amp;I LOW WINTER USE COST OF GAS RATE - 12/01/24</b>	<b>COGwl</b>	<b>\$ 0.5184 /therm</b>
Change in rate due to revised under/over recovery projection		\$ 0.0580
<b>C&amp;I LOW WINTER USE COST OF GAS RATE - 01/01/25</b>	<b>COGwl</b>	<b>\$ 0.5764 /therm</b>
Change in rate due to revised under/over recovery projection		\$ 0.0915
<b>C&amp;I LOW WINTER USE COST OF GAS RATE - 02/01/25</b>	<b>COGwl</b>	<b>\$ 0.6679 /therm</b>
Change in rate due to revised under/over recovery projection		\$ 0.0935
<b>C&amp;I LOW WINTER USE COST OF GAS RATE - 03/01/25</b>	<b>COGwl</b>	<b>\$ 0.7614 /therm</b>
Average Demand Cost of Gas Rate Effective 11/01/24	\$ 0.1589	Maximum (COG + 25%) \$ 0.7614
Times: Low Winter Use Ratio (Winter)	1.0014	
Times: Correction Factor	1.0002	
Adjusted Demand Cost of Gas Rate	\$ 0.1592	
Commodity Cost of Gas Rate	\$ 0.4754	
Adjustment Cost of Gas Rate	\$ (0.0262)	
Indirect Cost of Gas Rate	\$ 0.0513	
Hedge Contract (Savings)	\$ (0.0506)	
Adjusted C&I Low Winter Use Cost of Gas Rate	\$ 0.6091	

DATED: February 24, 2025

ISSUED BY: /s/Anthony Strabone III  
Anthony Strabone III

EFFECTIVE: March 1, 2025

TITLE: President

### 31 ANTICIPATED WINTER PERIOD COST OF GAS - EXCLUDING KEENE CUSTOMERS OR GAS LIGHTING

Anticipated Cost of Gas		
PERIOD COVERED: WINTER PERIOD, NOVEMBER 1, 2024 THROUGH APRIL 30, 2025		
(REFER TO TEXT ON IN SECTION 17 COST OF GAS CLAUSE)		
(Col 1)	(Col 2)	(Col 3)
<b>Anticipated Direct Cost of Gas</b>		
<b>Purchased Gas:</b>		
Demand Costs:	\$	13,277,648
Supply Costs:		33,968,111
<b>Storage Gas:</b>		
Demand, Capacity:	\$	846,659
Commodity Costs:		4,210,226
<b>Produced Gas:</b>		
		4,078,054
<b>Hedged Contract (Saving)/Loss</b>		
		<u>(4,494,900)</u>
<b>Unadjusted Anticipated Cost of Gas</b>		
	\$	<u>51,885,797</u>
<b>Adjustments:</b>		
Prior Period (Over)/Under Recovery (as of 05/01/24)	\$	306,763
Interest		177,131
Accounting Adjustments		23,633
Gas Assistance Program		(618,933)
Refunds from Suppliers		-
Broker Revenues		30,408
Fuel Financing		462,146
Transportation CGA Revenues		62,123
Interruptible Sales Margin		-
Capacity Release and Off System Sales Margins		(2,836,642)
Hedging Costs		-
Fixed Price Option Administrative Costs		<u>62,993</u>
<b>Total Adjustments</b>		
		<u>(2,330,377)</u>
<b>Total Anticipated Direct Cost of Gas</b>		
	\$	<u>49,555,420</u>
<b>Anticipated Indirect Cost of Gas</b>		
<b>Working Capital:</b>		
Total Unadjusted Anticipated Cost of Gas 11/01/24 - 04/30/25	\$	51,885,797
Working Capital Rate: Lead Lag Days / 365		0.0705
Prime Rate		8.00%
Working Capital Percentage		0.564%
<b>Working Capital</b>		
	\$	281,633
Plus: Working Capital Reconciliation		<u>(143,692)</u>
<b>Total Working Capital Allowance</b>		
		137,940
<b>Bad Debt:</b>		
Total Unadjusted Anticipated Cost of Gas 11/01/24 - 04/30/25	\$	51,885,797
Less: Refunds		-
Plus: Total Working Capital		137,940
Plus: Prior Period (Over)/Under Recovery		<u>306,763</u>
<b>Subtotal</b>		
	\$	52,330,500
Bad Debt Percentage		1.99%
<b>Bad Debt Allowance</b>		
	\$	905,746
Plus: Bad Debt Reconciliation		<u>(165,765)</u>
<b>Total Bad Debt Allowance</b>		
	\$	739,981
<b>Production and Storage Capacity</b>		
	\$	3,685,459
<b>Miscellaneous Overhead</b>		
Miscellaneous Overhead 11/01/2024 - 04/30/25	\$	-
Times Winter Sales		88,888
Divided by Total Sales		<u>111,311</u>
<b>Miscellaneous Overhead</b>		
		<u>-</u>
<b>Total Anticipated Indirect Cost of Gas</b>		
	\$	4,563,380
<b>Total Cost of Gas</b>		
	\$	<u>54,118,801</u>

DATED: October 31, 2024

ISSUED BY: /s/Neil Proudman  
Neil Proudman  
TITLE: President

EFFECTIVE: November 1, 2024



### 32 CALCULATION OF FIRM SALES AND FIXED WINTER PERIOD COST OF GAS RATE - KEENE CUSTOMERS

#### Calculation of the Cost of Gas Rate

Period Covered: Winter Period November 1, 2024 through April 30, 2025

Projected Gas Sales - therms 1,109,098

Total Calculated Cost of Gas Sendout	\$1,576,180
Indirect Costs from DG 20-105	\$208,129
Return on Inventory	\$14,022
Interest	<u>(\$1,947)</u>
Total Anticipated Cost of Gas Sendout	\$1,796,383

Add:	Prior Period Deficiency Uncollected	\$0
	Interest	\$0

Deduct:	Prior Period (Excess) Collected	(\$82,846)
	Interest	<u>(\$3,272)</u>

Prior Period Adjustments and Interest	(\$86,118)
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Total Anticipated Cost	<u>\$1,710,266</u>
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<u>Cost of Gas Rate</u>	Excluding Gas Assistance Program	Gas Assistance Program
Non-Fixed Price Option Cost of Gas Rate - Beginning Period (per therm)	\$ 1.5420	\$ 0.8481
Change in rate due to revised under/over recovery projection - January 1, 2025	\$ (0.1578)	\$ (0.0868)
Change in rate due to revised under/over recovery projection - February 1, 2025	\$ 0.1248	\$ 0.0686
Change in rate due to revised under/over recovery projection - March 1, 2025	\$ (0.0737)	\$ (0.0405)
Change in rate due to revised under/over recovery projection - April 1, 2025	\$ (0.1461)	\$ (0.0804)
Revised Non-Fixed Price Option Cost of Gas Rate	<u>\$ 1.2892</u>	<u>\$ 0.7091</u>
Fixed Price Option Cost of Gas Rate - November 2024-April 2025 (per therm)	\$ 1.5620	\$ 0.8591
Pursuant to tariff section 17(d), the Company may adjust the approved cost of gas rate upward on a monthly basis to the following rate:		
Maximum Cost of Gas Rate - Non-Fixed Price Option (per therm)	<u>\$ 1.9275</u>	<u>\$ 1.0601</u>

DATED: March 25, 2025

EFFECTIVE: April 1, 2025

ISSUED BY: /s/Anthony Strabone III

Anthony Strabone III

TITLE: President

### 33 CALCULATION OF FIRM TRANSPORTATION COST OF GAS RATE

#### II. RATE SCHEDULES

##### Calculation of Firm Transportation Cost of Gas Rate

PERIOD COVERED: WINTER PERIOD, NOVEMBER 1, 2024 THROUGH APRIL 30, 2025

(Refer to text in Section 16(Q) Firm Transportation Cost of Gas Clause)

(Col 1)	(Col 2)	(Col 3)	(Col 4)
ANTICIPATED COST OF SUPPLEMENTAL GAS SUPPLIES:			
PROPANE	\$ 1,039,539		
LNG	<u>4,360,481</u>		
TOTAL ANTICIPATED COST OF SUPPLEMENTAL GAS SUPPLIES	5,400,020		
ESTIMATED PERCENTAGE USED FOR PRESSURE SUPPORT PURPOSES	<u>8.7%</u>		
ESTIMATED COST OF LIQUIDS USED FOR PRESSURE SUPPORT PURPOSES	<u>\$ 469,802</u>		
PROJECTED FIRM THROUGHPUT (THERMS):			
FIRM SALES	88,888,172	67.5%	
FIRM TRANSPORTATION SUBJECT TO FTCG	<u>42,888,750</u>	<u>32.5%</u>	
TOTAL FIRM THROUGHPUT SUBJECT TO COST OF GAS CHARGE	131,776,922	100.0%	
TRANSPORTATION SHARE OF SUPPLEMENTAL GAS SUPPLIES	32.5%	x	\$ 469,802 = \$ 152,904
PRIOR (OVER) OR UNDER COLLECTION			<u>(90,781)</u>
NET AMOUNT TO COLLECT FROM (RETURNED TO) TRANSPORTATION CUSTOMERS			\$ 62,123
PROJECTED FIRM TRANSPORTATION THROUGHPUT			42,888,750
FIRM TRANSPORTATION COST OF GAS			\$ 0.0014

DATED: October 31, 2024

EFFECTIVE: November 1, 2024

ISSUED BY: /s/Neil Proudman  
Neil Proudman  
TITLE: President

### 34 ENVIRONMENTAL SURCHARGE - MANUFACTURED GAS PLANTS

#### Environmental Surcharge

##### Manufactured Gas Plants

Required Annual Environmental Increase for 2023-2024	\$ 520,654
Estimated Ending Balance on January 31, 2025	<u>\$ (78,904)</u>
Annual Net Increase to Rates	\$ 441,750
Forecasted February 2025 - January 2026 Distributed therm Sales	<u>178,316,911</u> therms
<b>MGP Surcharge per therm</b>	<b>\$ 0.0025 per therm</b>

##### Gasholder and pond at Gas Street, Concord, NH

Required Annual Environmental Increase for 2023-2024	\$ 105,114
Estimated Ending Balance on January 31, 2025	<u>\$ (1,679)</u>
Annual Net Increase to Rates	\$ 103,435
Forecasted February 2025 - January 2026 Distributed therm Sales	<u>178,316,911</u> therms
<b>Gasholder and pond at Gas Street, Concord, NH Surcharge per therm</b>	<b>\$ 0.0006 per therm</b>

<b><u>Total Environmental Surcharge</u></b>	<b>\$ 0.0031 per therm</b>
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DATED: February 3, 2025

EFFECTIVE: February 1, 2025

ISSUED BY: /s/ Anthony Strabone III

Anthony Strabone III  
TITLE: President

**35 RATE CASE EXPENSE AND RECOUPMENT FACTOR CALCULATION**

<u>Description</u>	<u>Total</u>
Projected (Over)/Under Recovery Balance February 1, 2025	\$ (204,402)
Additional Rate Case Expenses Approved to be Recovered	<u>\$ -</u>
Total Rate Case Expenses to be Recovered	\$ (204,402)
Forecasted February 2025 - January 2026 Distributed therm Sales	178,316,911
<b>RCE Factor (\$/Therm)</b>	<b>(\$0.0011)</b>

DATED: February 3, 2025

ISSUED BY: /s/ Anthony Strabone III  
Anthony Strabone III

EFFECTIVE: February 1, 2025

TITLE: President

Authorized by NHPUC Order No. 27,099 dated January 31, 2025, in Docket No. DG 24-098.

### 36 LOCAL DISTRIBUTION ADJUSTMENT CHARGE CALCULATION

#### Local Delivery Adjustment Charge Calculation

		<u>Sales Customers</u>	<u>Transportation Customers</u>
<b><u>Residential Non Heating Rates - R-1</u></b>			
Energy Efficiency Charge		0.0735	
Relief Holder and pond at Gas Street, Concord, NH	0.0006		
Manufactured Gas Plants	<u>0.0025</u>		
Environmental Surcharge (ES)		0.0031	
Revenue Decoupling Adjustment Factor (RDAF)		0.0786	
Property Tax Adjustment Mechanism (PTAM)		0.0090	
Rate Case Expense Factor (RCEF)		(0.0011)	
Gas Assistance Program (GAP)		0.0061	
<b>LDAC</b>		<b>0.1692</b>	<b>per therm</b>
<b><u>Residential Heating Rates - R-3, R-4, R-6, R-7</u></b>			
Energy Efficiency Charge		0.0735	
Relief Holder and pond at Gas Street, Concord, NH	0.0006		
Manufactured Gas Plants	<u>0.0025</u>		
Environmental Surcharge (ES)		0.0031	
Revenue Decoupling Adjustment Factor (RDAF)		0.0786	
Property Tax Adjustment Mechanism (PTAM)		0.0090	
Rate Case Expense Factor (RCEF)		(0.0011)	
Gas Assistance Program (GAP)		0.0061	
<b>LDAC</b>		<b>0.1692</b>	<b>per therm</b>
<b><u>Commercial/Industrial Low Annual Use Rates - G-41, G-51, G-44, G-55</u></b>			
Energy Efficiency Charge		0.0489	0.0489
Relief Holder and pond at Gas Street, Concord, NH	0.0006		
Manufactured Gas Plants	<u>0.0025</u>		
Environmental Surcharge (ES)		0.0031	0.0031
Revenue Decoupling Adjustment Factor (RDAF)		0.0197	0.0197
Property Tax Adjustment Mechanism (PTAM)		0.0090	0.0090
Rate Case Expense Factor (RCEF)		(0.0011)	(0.0011)
Gas Assistance Program (GAP)		0.0061	0.0061
<b>LDAC</b>		<b>0.0857</b>	<b>0.0857 per therm</b>
<b><u>Commercial/Industrial Medium Annual Use Rates - G-42, G-52, G-45, G-56</u></b>			
Energy Efficiency Charge		0.0489	0.0489
Relief Holder and pond at Gas Street, Concord, NH	0.0006		
Manufactured Gas Plants	<u>0.0025</u>		
Environmental Surcharge (ES)		0.0031	0.0031
Revenue Decoupling Adjustment Factor (RDAF)		0.0197	0.0197
Property Tax Adjustment Mechanism (PTAM)		0.0090	0.0090
Rate Case Expense Factor (RCEF)		(0.0011)	(0.0011)
Gas Assistance Program (GAP)		0.0061	0.0061
<b>LDAC</b>		<b>0.0857</b>	<b>0.0857 per therm</b>
<b><u>Commercial/Industrial Large Annual Use Rates - G-43, G-53, G-54, G-46, G-56, G-57, G-58</u></b>			
Energy Efficiency Charge		0.0489	0.0489
Relief Holder and pond at Gas Street, Concord, NH	0.0006		
Manufactured Gas Plants	<u>0.0025</u>		
Environmental Surcharge (ES)		0.0031	0.0031
Revenue Decoupling Adjustment Factor (RDAF)		0.0197	0.0197
Property Tax Adjustment Mechanism (PTAM)		0.0090	0.0090
Rate Case Expense Factor (RCEF)		(0.0011)	(0.0011)
Gas Assistance Program (GAP)		0.0061	0.0061
<b>LDAC</b>		<b>0.0857</b>	<b>0.0857 per therm</b>

DATED: February 3, 2025

ISSUED BY: /s/Anthony Strabone III  
Anthony Strabone III

EFFECTIVE: February 1, 2025

TITLE: President

### **37 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”) from the Company and to repay the Customer Loan Amount through an additional charge on their monthly retail delivery service bill issued by the Company. It is available to Participating Customers who meet the following qualifications:

- A. The Participating Customer must own the property where the energy-efficiency measures are installed; and
- B. A Participating Customer must have an active Delivery Service account with the Company for the property where the energy-efficiency measures are installed and receive Delivery Service under R-1, R-3, R-4, R-5, R-6, R-7 ; and
- C. The Participating Customer must not have received a disconnect notice from the Company during the twelve months preceding the Participating Customer’s request for a loan under this program; and
- D. The Customer Loan Amount has no minimum and must be less than or equal to \$4,000 per customer per year, and must not exceed the Participating Customer’s share of the installed cost of the energy efficiency measures installed under the Company’s approved energy-efficiency program; and
- E. The Participating Customer must meet the qualifications of the applicable energy-efficiency program through which the energy-efficiency measures are being installed.

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

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

#### **Customer Loan Agreement**

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

The Customer Loan Amount shall be paid to the Company by the Participating Customer through a fixed monthly charge applied over a term of months as established in the Customer Loan Agreement. Participating Customers may specify the repayment term of the Customer Loan Amount subject to the maximum repayment term limit of 48 months.

DATED: August 13, 2021

ISSUED BY: /s/Neil Proudman  
Neil Proudman  
TITLE: President

EFFECTIVE: August 1, 2021

### **38 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”) from the Company and to repay the Customer Loan Amount through an additional charge on their monthly retail delivery service bill issued by the Company. It is available to Participating Customers who meet the following qualifications:

- A. The Participating Customer must own the property where the energy-efficiency measures are installed; and
- B. A Participating Customer must have an active Delivery Service account with the Company for the property where the energy-efficiency measures are installed and receive Delivery Service under G-41, G-42, G-43, G-44, G-45, G-46, G-51, G-52, G-53, G-54, G-55, G-56, G-57, or G-58; and
- C. The Participating Customer must not have received a disconnect notice from the Company during the twelve months preceding the Participating Customer’s request for service under this program; and
- D. The Customer Loan Amount has no minimum and must be less than or equal to \$50,000 for each project, and must not exceed the Participating Customer’s share of the installed cost of the energy efficiency measures installed under the Company’s approved energy-efficiency program; and
- E. A Participating Customer is limited to \$150,000 per year in loan funds with no limit on the number of projects at the sole discretion of the Company based on program demand. If at any point there are no loan fund recipients or there have been no loan fund recipients in a given year, the Company may petition the Commission to allow a particular customer to receive more than \$150,000 in loan funds in a given year; and
- F. The Participating Customer must meet the qualifications of the applicable energy-efficiency program through which the energy-efficiency measures are being installed.

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

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

#### Customer Loan Agreement

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

The Customer Loan Amount shall be paid to the Company by the Participating Customer through a fixed monthly charge applied over a term of months as established in the Customer Loan Agreement. Participating Customers may specify the repayment term of the Customer Loan Amount subject to the maximum repayment term limit of 60 months.

DATED: August 13, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman  
TITLE: President

### **III. DELIVERY TERMS AND CONDITIONS**

#### **1 RATES AND CHARGES**

- 1.1 The Company shall apply this tariff on a non-discriminatory and non-preferential basis to all Customers who obtain service from the Company, except as this tariff is explicitly modified by order of the NHPUC. The provisions of Part III Section 20 of this tariff will specifically apply to all entities designated by the Customer as set forth in Section 20.5 to supply Gas to a Designated Receipt Point for the Customer's account.
- 1.2 The Company reserves the right to impose reasonable fees and charges pursuant to the various provisions of this tariff.
- 1.3 In the event that the Company incurs minimum bill, inventory, transition, take or pay, imbalance, or any other charges associated with the provision of Delivery Service to Customers, the Company may impose an additional charge on the Suppliers serving said Customers as approved by the NHPUC.

#### **2 DEFINITIONS**

Adjusted Target Volume ("ATV")	The volume of Gas determined by the Company using a Consumption Algorithm and required to be nominated and delivered each Gas Day by the Supplier on behalf of Customers taking non-daily metered Delivery Service.
Aggregation Pool	One or more Customer accounts whose Gas Usage is served by the same Supplier and aggregated pursuant to Section 20.6 of this tariff for operational purposes, including but not limited to nominating, scheduling, and balancing Gas deliveries to Designated Receipt Point(s) within the associated Gas Service Area.
Annual Reassignment Date	Five (5) Business Days prior to November 1 of each year when the Company reassigns Capacity to Suppliers pursuant to Section 11.6 of this tariff.
Assignment Date	Five (5) Business Days prior to the first Gas Day of each month when the Company assigns Capacity to Suppliers pursuant to Section 11.4 of this tariff.
Authorization Number	A number unique to the Customer generated by the Company and printed on the Customer's bill that the Customer must furnish to the Supplier to enable the Supplier to obtain the Customer's Gas Usage information pursuant to Section 20.4, and to initiate or terminate Supplier Service as set forth in Section 20.5 of this tariff.
Btu	One British thermal unit; i.e., the amount of heat required to raise the temperature of one pound of water one degree Fahrenheit at sixty degrees (60°) Fahrenheit.
Business Day	Monday through Friday excluding holidays recognized by the Company. Where relevant, a Business Day shall consist of the hours during which the Company is open for business with the public. <b><u>If any performance date referenced in this Tariff is not a Business Day, such performance shall be the next succeeding Business Day.</u></b>
Capacity	Pipeline Capacity, Storage Withdrawal Capacity, and Peaking Capacity as defined in this tariff.

DATED: August 13, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman  
TITLE: President



Capacity Allocators	The estimated proportions of the Customer's Total Capacity Quantity that comprise Pipeline Capacity, Storage Withdrawal Capacity and Peaking Capacity.
Capacity Mitigation Service	The service available to Suppliers in accordance with Section 11.10.
City Gate	The interconnection between a Delivering Pipeline and the Company's distribution facilities.
Commodity	See Gas.
Company	Liberty Utilities (EnergyNorth Natural Gas) Corp. d/b/a Liberty
Company Gas Allowance	The difference between the sum of all amounts of Gas received into the Company's distribution system (including Gas produced by the Company) and the sum of all amounts of Gas delivered from the Company's distribution system divided by said amount of Gas received. Such difference shall include but not be limited to Gas consumed by the Company for its own purposes, line losses, and Gas vented and lost as a result of force majeure, excluding Gas otherwise accounted for.
Company-Managed Supplies	Capacity and Supply contracts held and managed by the Company and made available to the Supplier pursuant to Section 11.9 of this tariff including Supply-sharing contracts and load-management contracts.
Consumption Algorithm	A mathematical formula used to estimate a Customer's daily consumption.
Critical Day	In accordance with Section 16 of this tariff, a day declared at any time by the Company in its reasonable discretion when unusual operating conditions may jeopardize operation of the Company's distribution system.
Customer	The recipient of Delivery Service whose Gas Usage is recorded by a meter or group of meters at a specific location and who is a customer of record of the Company.
Daily Baseload	The Customer's average usage per Gas Day that is assumed to be unrelated to weather.
Daily Index	<p>The mid-point of the range of prices as published by <u>Gas Daily</u> under the heading "Daily Price Survey, Midpoint, Citygates, Tennessee/Zone 6 (delivered)" for the relevant Gas Day listed under "Flow date(s)".</p> <p>In the event that the <u>Gas Daily</u> index becomes unavailable, the Company shall apply its daily marginal cost of Gas as the basis for this calculation until such time that the NHPUC approves a suitable replacement.</p>
Dekatherm	Ten Therms.
Delivery Point	The interconnection between the Company's facilities and the Customer's facilities.
Delivery Service	The distribution of Gas by the Company on any Gas Day from the Designated Receipt Point to the Customer's Delivery Point and related Customer services.
Design Peak Season	The forecasted Peak Season during which the Company's system experiences the highest aggregate Gas Usage.
Designated Receipt Point	For each Customer, the Company designated interconnection between a Transporting Pipeline and the Company's distribution facilities at which

DATED: August 13, 2021

ISSUED BY: /s/Neil Proudman  
Neil Proudman

EFFECTIVE: August 1, 2021

TITLE: President

point, or such other point as the Company may designate from time to time for operational purposes, the Supplier will make deliveries of Gas for the Customer's account.

**Designated Representative** The designated representative of the Customer, who shall be authorized to act for, and conclusively bind, the Customer regarding Delivery Service in accordance with the provisions of Section 21 of this tariff.

**Gas** Natural Gas that is received by the Company from a Transporting Pipeline at the Designated Receipt Point and delivered by the Company to the Delivery Point for the Customer's account. In addition, the term shall include amounts of vaporized liquefied natural Gas and/or propane-air vapor that are introduced by the Company into its system and made available to the Customer as the equivalent of natural Gas that the Customer is otherwise entitled to have delivered by the Company.

**Gas Day** A period of twenty-four (24) consecutive hours beginning at 10:00 a.m., E.T., and ending at 10:00 a.m., E.T., the next calendar day, or other such hours used by the Transporting Pipeline.

**Gas Service Area** An area within the Company's distribution system as defined in Section 4 of this tariff, for the purposes of administering Capacity assignments, Nominations, balancing, imbalance trading, and Aggregation Pools.

**Gas Usage** The actual quantity of Gas used by the Customer as measured by the Company's metering equipment at the Delivery Point.

**Heating Degree Day** A measure used to estimate weather-sensitive Gas consumption calculated by subtracting the average temperature for each day from the number 65. Each degree day that represents a degree below 65 is considered a Heating Degree Day.

**Heating Factor** The Customer's estimated weather-sensitive Gas consumption per Heating Degree Day.

**MMBtu** One million Btus.

**Maximum Daily Peaking Quantity ("MDPQ")** The portion of a Customer's Total Capacity Quantity identified and allocated as Peaking Capacity, such that the maximum daily amount of Gas that can be withdrawn from a Supplier's Peaking Service Account pursuant to Section 14 of this tariff shall be equal to the sum of the MDPQs for all Customers in that Supplier's Aggregation Pool.

**Month** A calendar month of Gas Days.

**Monthly Index** The average of the Daily Index numbers for all Gas Days in a Month.

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

**Nomination** The notice given by the Supplier to the Company that specifies, in accordance with the Standard Nomination Form attached as Attachment A, an intent to deliver a quantity of Gas to the Designated Receipt Point(s) on behalf of one or more Customers, including the volume to be received, the Designated Receipt Point(s), the Transporting Pipeline, the delivering contract(s), the shipper, and other such non-confidential information as may be reasonably required by the Company.

**Off-Peak Season** The consecutive months of May to October, inclusive.

DATED: August 13, 2021

ISSUED BY: /s/Neil Proudman  
Neil Proudman

EFFECTIVE: August 1, 2021

TITLE: President

Operational Flow Order (“OFO”)	The Company’s instructions to the Supplier to take such action as conditions require including, but not limited to, diverting Gas to or from the Company’s distribution system pursuant to Section 16 of this tariff.
Peak Day	The forecasted Gas Day during which the Company’s system experiences the highest aggregate Gas Usage.
Peak Season	The consecutive months of November to April, inclusive.
Peaking Capacity	Capacity in addition to upstream pipeline and underground storage Capacity normally used by the Company to meet daily requirements during a Design Peak Season and acquired specifically for the Peak Season.
Peaking Service	A Company-managed resource consisting of Peaking Capacity and Peaking Supply.
Peaking Service Account	An account whose balance indicates the total volumes of Peaking Service resources available to a Supplier, where the maximum balance in the account shall equal the Peaking Supply assigned to the Supplier pursuant to this tariff.
Peaking Service Rule Curve	A system of operational parameters associated with the use of the Company’s Peaking Capacity including, but not limited to, indicators of the necessary levels of Peaking Supply that must be maintained in Suppliers’ Peaking Service Accounts in order for the Company to meet system demands under Design Peak Season conditions. The Company will communicate, by electronic means as determined by the Company or, in the event of failure of such electronic means, by facsimile or other agreeable alternative means, the Peaking Service Rule Curve as identified in Section 14 of this tariff.
Peaking Supply	The aggregate amount of Supply in excess of upstream pipeline and underground storage Supply required to meet the Company’s forecasted Supply needs during a Design Peak Season and acquired specifically for the Peak Season.
Peaking Supply Allocator	An allocation factor that represents the proportion of a Customer’s estimated Gas Usage during the Design Peak Season that is generally served with Peaking Service supplies.
Pipeline Capacity	Transportation capacity on interstate pipeline systems normally used for deliveries of Gas to the Company’s city gates, exclusive of Storage Withdrawal Capacity.
Pre-Determined Allocation	Instructions from the Supplier to the Company for the method allocation of discrepancies in confirmed Nominations among the Supplier’s Aggregation Pools and/or Customers as set forth in the Supplier Service Agreement.
Rate Schedule	The schedule of rates included in this tariff.
Reference Period	A period of at least twelve (12) months for which a Customer’s Gas Usage information is typically available to the Company.
Sales Service	Commodity service provided on a firm basis to a Customer who is not receiving Supplier Service, in accordance with the provisions set forth in this tariff. The provision of Sales Service shall be the responsibility of the Company and shall be provided to the Customer by the Company or its designated Supplier pursuant to law or regulation.

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Seasonal Storage Capacity	Contracts for Capacity in off-system storage facilities used to accumulate and maintain Gas inventories for re-delivery to the Company's city gates normally during the Peak Season.
Storage Withdrawal Capacity	Capacity for the withdrawal of Gas inventories maintained in off-system storage facilities, as well as the Pipeline Capacity used to deliver such Gas to the Company's city gates.
Supplier	Any entity that has met the Company's requirements set forth in Section 20 of this tariff and that has been designated by a Customer to supply Gas to a Designated Receipt Point for the Customer's account; provided, however, that a Customer may act as its own Supplier in accordance with Section 5.2 of this tariff.
Supplier Service	The sale of Gas to a Customer by a Supplier.
Supplier Service Agreement	An agreement, substantially in the form set forth in Attachment A, which must be executed by the Company and a Supplier in order for the Supplier to serve Customers on the Company's system.
Supply	See Gas.
Therm	An amount of Gas having a thermal content of 100,000 Btus.
Total Capacity Quantity ("TCQ")	The total amount of Capacity assignable to a Supplier on behalf of a Customer.
Transporting Pipeline	The interstate pipeline company that transports and delivers Gas to the Designated Receipt Point.

### **3 CHARACTER OF SERVICE**

- 3.1 All rates within Part II Rate Schedule are predicated upon service to a Customer at a single Delivery Point and metering installation, except as otherwise specifically provided by a given rate. Where service is supplied to a Customer at more than one Delivery Point or metering installation, each single Delivery Point or metering installation shall be considered to be a separate Customer for purposes of applying the Rate Schedule, except when a Customer is served through multiple points of delivery or metering installations for the Company's own convenience.
- 3.2 The Company may refuse to supply service to loads of unusual characteristics which, in its sole reasonable judgment, 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 regulating and protective equipment in accordance with the requirements and specifications of the Company.

### **4 GAS SERVICE AREAS AND DESIGNATED RECEIPT POINTS**

- 4.1 There shall be 1 Gas Service Area defined for purposes of administering Capacity assignments, Nominations, balancing, imbalance trading, and Aggregation Pools pursuant to this tariff. Each such Gas Service Area shall be defined to include the municipalities listed within each such Gas Service Area, as follows:
- (1) Area 1: Liberty Utilities (EnergyNorth Natural Gas) Corp. d/b/a Liberty.  
The area authorized to be served by the Company and to which this tariff applies are the following cities and towns: Allenstown, Amherst, Auburn, Bedford, Belmont, Berlin,

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Boscawen, Bow, Concord, Derry, Franklin, Gilford, Goffstown, Hollis, Hooksett, Hudson, Laconia, Litchfield, Londonderry, Loudon, Manchester, Merrimack, Milford, Nashua, Northfield, Pelham, Pembroke, Sanbornton, Tilton, Windham, and part of Canterbury.

- 4.2 For each Aggregation Pool as set forth by Section 20.6, the Company will designate at least one specific interconnection between a Transporting Pipeline and the Company's distribution facilities, at which point, or such other point as the Company may designate from time to time, the Supplier will make deliveries for the Aggregation Pool. The interconnections that the Company may assign as the Customer's Designated Receipt Point for the Aggregation Pool are as follows:

(1) *Name Transporting Pipeline: Tennessee Gas Pipeline*

*Names of City Gates/Meter Numbers:*

Nashua/Milford	#020132
Manchester	#020133
Hooksett	#020254
Concord/Laconia	#020426
Suncook	#020451
Londonderry	#020632

(2) *Name Transporting Pipeline: Portland Natural Gas Transmission System*

*Names of City Gates/Meter Number*

Berlin	#020260
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## 5 CUSTOMER REQUEST FOR SERVICE FROM COMPANY

- 5.1 Application for Delivery Service, Sales Service, or any other service offered by the Company to a Customer will be received by any duly authorized representative or agent of the Company.
- 5.2 Before any service from the Company may commence, the Customer must request such service. A Customer applying for Delivery Service only must also arrange for Supplier Service with a Supplier pursuant to Section 20. A Customer may act as its own Supplier provided it meets all of the Supplier requirements delineated in Section 20.

## 6 QUALITY AND CONDITION OF GAS

- 6.1 Gas delivered to the Company by or for the Customer shall conform, in all respects, to the Gas quality standards of the Transporting Pipeline. All Gas tendered by a Supplier at a Designated Receipt Point shall be of merchantable quality and shall be interchangeable with Gas purchased by the Company from its Suppliers. The Company reserves the right to refuse non-conforming Gas.
- 6.2 In no event shall the Company be obligated to accept and deliver any Gas that does not meet the quality standards of the Transporting Pipeline.
- 6.3 The Company reserves the right to commingle Gas tendered by a Supplier at a Designated Receipt Point with other Gas, including liquefied natural Gas and propane-air vapor.
- 6.4 Gas tendered by a Supplier at a Designated Receipt Point will be at a pressure sufficient to enter the Company's distribution system without requiring the Company to adjust its normal operating pressures to receive the Gas. The Company has no obligation to receive Gas at a pressure that exceeds the maximum allowable operating pressure of the Company's distribution system at the Designated Receipt Point.

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## **7 POSSESSION OF GAS**

- 7.1 Gas shall be deemed to be in the control and possession of the Company after such Gas is delivered to the Designated Receipt Point and until the Gas is delivered to the Customer at the Delivery Point. The Company shall not be responsible for the Gas when the Gas is not in the Company's control and possession.
- 7.2 The Company shall not be liable to the Supplier or the Customer for any loss arising from or out of Delivery Service, including loss of Gas in the possession of the Company or for any other cause, except for the negligence of the Company's own employees or agents.

## **8 COMPANY GAS ALLOWANCE**

- 8.1 The amount of Gas tendered by the Supplier to the Designated Receipt Point will be reduced, upon delivery to the Customer's Delivery Point, by the Company Gas Allowance. The Company Gas Allowance shall be in effect from November 1 through October 31. Such adjustment shall be recalculated prior to the Company's Peak Season cost of Gas filing with the NHPUC.

## **9 DAILY METERED DELIVERY SERVICE**

### **9.1 Applicability**

Section 9 of this tariff shall be applicable in the following conditions:

- 9.1.1 All Customers whose service may be interrupted at any time during the year shall be required to take daily metered Delivery Service.
- 9.1.2 Any Customer, regardless of annual Gas Usage, may elect daily metered Delivery Service.
- 9.1.3 Customers under Rate Schedules G-43, G-46, G-53, G-54, G-57, and G-58 wishing to take Delivery Service are required to take Daily Metered Delivery Service. In addition, the Company may require a Customer to take daily metered Delivery Service if the Company determines that the daily Gas Usage characteristics of the Customer cannot be accurately modeled using the Company's Consumption Algorithm or if the volumes reasonably anticipated by the Company to be used by the Customer are of a size that may materially affect the integrity of the Company's distribution system.

### **9.2 Delivery Service Provided**

This service provides delivery of Customer purchased Gas from the Designated Receipt Point to the Delivery Point on any Gas Day. For Customers taking Delivery Service under Rate Schedules **G-43, G-46, G-53, G-54, G-57, and G-58** this service provides firm, year-round delivery of Customer purchased Gas from the Designated Receipt Point to the Delivery Point.

### **9.3 Nominations and Scheduling of Service**

- 9.3.1 The Supplier is responsible for nominating and delivering to the Designated Receipt Point(s) every Gas Day an amount of Gas that equals the aggregated Gas Usage of Customers in the Aggregation Pool plus the Company Gas Allowance in accordance with Section 8 of this tariff.
- 9.3.2 Nominations shall be communicated to the Company by electronic means as determined by the Company or, in the event of failure of such electronic means, by facsimile or other agreeable alternative means.

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- 9.3.3 Nominations for the first Gas Day of a Month shall be submitted to the Company no later than two (2) hours prior to the deadline for first of the Month Nominations of the Transporting Pipeline or such lesser period as determined by the Company. The Company will make available, from time to time, a schedule of Nomination due dates. Nominations on weekends, holidays, and non-business hours will be accepted by the Company on a basis consistent with that utilized for its own operations.
- 9.3.4 The Supplier may make daily Nominations including, but not limited to, changes to existing Nominations, within a given Month no later than two (2) hours prior to the deadline for daily Nominations of the Transporting Pipeline for the Gas Day on which the Nomination is to be effective, or such lesser period as determined by the Company. Nominations on weekends, holidays, and non-business hours will be accepted by the Company on a basis consistent with that utilized for its own operations.
- 9.3.5 The Supplier may make intra-Gas Day Nominations, including but not limited to changes to existing Nominations, within a given Gas Day no later than two (2) hours prior to the intra-Gas Day Nomination deadline for the Transporting Pipeline on which the Nomination is to be effective, or such lesser period as determined by the Company. Intra-Gas Day Nominations on weekends, holidays, and non-business hours will be accepted by the Company on a basis consistent with that utilized for its own operations.
- 9.3.6 Nominations will be conditionally accepted by the Company pending confirmation by the Transporting Pipeline. The Company will attempt to confirm the nominated volume with the Transporting Pipeline. In the event of a discrepancy between the volume nominated to the Company by the Supplier and the volume nominated by the Supplier to the Transporting Pipeline, the lower volume will be deemed confirmed. The Company will allocate such discrepancy based on a predetermined allocation method set forth in the Supplier Service Agreement. If no predetermined allocation method has been established prior to the event of such discrepancy, the Company will allocate the discrepancy on a pro rata basis.
- 9.3.7 Nominations may be rejected, at the sole reasonable discretion of the Company, if they do not satisfy the conditions for Delivery Service in effect from time to time.
- 9.4 Determination of Receipts
- 9.4.1 The quantity of Gas deemed received by the Company for the Supplier's Aggregation Pool at the Designated Receipt Point(s) will equal the volume so scheduled by the Transporting Pipeline(s).
- 9.4.2 The Company Gas Allowance will be assessed against receipts pursuant to Section 8 of this tariff.
- 9.5 Metering and Determination of Deliveries
- 9.5.1 The Company shall furnish and install, at the Customer's expense, telemetering equipment and any related equipment for the purpose of measuring Gas Usage at each Customer's Delivery Point. Telemetering equipment shall remain the property of the Company at all times. The Company shall require each Customer to install and maintain, at the Customer's expense, reliable telephone lines and electrical connections that meet the Company's operating requirements. The Company may require the Customer to furnish a dedicated telephone line. If the Customer fails to maintain such telephone lines and electrical connections for fourteen (14) consecutive days after notification by the Company, the Company may discontinue service to the Customer.

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- 9.5.2 Should a Customer or a Supplier request that additional telemetering equipment or a communication device be attached to the existing telemetering equipment in addition to that provided pursuant to Section 9.5.1, the Company shall install, test, and maintain the requested telemetering equipment or communication device; provided that such telemetering equipment or communication device does not interfere with the operation of the equipment required for the Company's purposes and otherwise meet the Company's requirements. The Customer or Supplier shall provide such telemetering equipment or communication device, unless the Company elects to do so. The Customer or Supplier shall bear the cost of providing and installing the telemetering equipment, communication device, or any other related equipment, and shall have electronic access to the Customer's Gas Usage information. Upon installation, the telemetering equipment or communication device shall become the property of the Company and will be maintained by the Company. The Company shall bill the Customer or Supplier after installation.
- 9.5.3 The Company shall complete installation of telemetering equipment and communication devices, if reasonably possible, within sixty (60) days of receiving a written request from the Customer or Supplier provided that the Customer completes the installation of any required telephone or electrical connections within ten (10) days of such request.
- 9.5.4 The Company may, at its sole discretion, bill the Customer on a calendar month or cycle month basis.
- 9.6 Balancing
- 9.6.1 The Supplier must maintain a balance between daily receipts and daily Gas Usage within the following tolerances:
- Off-Peak Season: The difference between the Supplier's aggregate actual receipts on the Transporting Pipeline to each Gas Service Area and the aggregated Gas Usage of Customers in the Aggregation Pool shall be within 15% of said receipts. The Supplier shall be charged 0.1 times the Daily Index for all differences not within the 15% tolerance.
- Peak Season: The difference between the Supplier's aggregate actual receipts on the Transporting Pipeline to each Gas Service Area and the aggregated Gas Usage of Customers in the Aggregation Pool shall be within 10% of said receipts. The Supplier shall be charged 0.5 times the Daily Index for all differences not within the 10% tolerance.
- Critical Day(s): The Company will determine if the Critical Day will be aggravated by an under-delivery or an over-delivery, and so notify the Supplier when a Critical Day is declared pursuant to Section 16.
- Critical Day That Will Be Aggravated by Under-delivery.
- Supplier who under-delivers. A Supplier who under-delivers on a Critical Day that will be aggravated by under-delivery shall be charged 5 times the Daily Index for the aggregated Gas Usage of Customers in the Aggregation Pool that exceeds 102% of the Supplier's aggregate actual receipts on the Transporting Pipeline to each Gas Service Area.
- Supplier who over-delivers. A Supplier who over-delivers on a Critical Day that will be aggravated by under-delivery shall be charged 0.1 times the Daily Index to the

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extent that the difference between the Supplier's aggregate actual receipts on the Transporting Pipeline to each Gas Service Area and the aggregated Gas Usage of Customers in the Aggregation Pool exceeds 20% of said receipts [(Receipts - Usage) > (20% x Receipts)].

Critical Day That Will Be Aggravated by Over-delivery.

Supplier who under-delivers. A Supplier who under-delivers on a Critical Day that will be aggravated by over-delivery shall be charged 0.1 times the Daily Index to the extent that the difference between the Supplier's aggregated Gas Usage of Customers in the Aggregation Pool exceeds 120% of the Supplier's aggregate actual receipts on the Transporting Pipeline to each Gas Service Area.

Supplier who over-delivers. A Supplier who over-delivers on a Critical Day that will be aggravated by over-delivery shall be charged 5 times the Daily Index to the extent that the difference between the Supplier's actual receipts on the Transporting Pipeline to each Gas Service Area and the Supplier's aggregated Gas Usage of Customers in the Aggregation Pool exceeds 2% of said receipts [(Receipts - Usage > (2% x Receipts)].

Point Specific Balancing: In the event that the Transporting Pipeline requires its customers to balance on a point-specific basis, the Supplier must balance pursuant to this Section at each Designated Receipt Point.

- 9.6.2 If the Supplier has an accumulated imbalance within a Month, the Supplier may nominate to reconcile such imbalance, subject to the Company's approval, which approval shall not be unreasonably withheld.
- 9.6.3 In addition to the charges set forth in Section 9.6.1, the Company shall flow through to the Supplier any pipeline imbalance penalty charges attributable to the Supplier.
- 9.6.4 If, as a result of the Company interrupting or curtailing service pursuant to Section 17 of this tariff, the Supplier incurs a daily imbalance penalty due to over delivery, the Company will waive such penalty for the First Day of the interruption or curtailment period. If the Company has issued notice of an interruption or curtailment in service and the Supplier is unable to change its Nomination, or if the Supplier's Gas has been delivered to the Designated Receipt Point, then the Company will credit such Gas against the Supplier's imbalance.
- 9.6.5 The Supplier will maintain a balance between receipts at the Designated Receipt Point(s) and the aggregated Gas Usage of Customers in each Aggregation Pool. If the Transporting Pipeline posts notice on its electronic bulletin board that its customers will be required to adhere to a maximum hourly flow rate, the Supplier will be deemed to have notice that maximum hourly flows will be in effect on the Company's distribution facilities as of the same time and for the same period as maximum hourly flows are in effect on the Transporting Pipeline. The Supplier's maximum hourly flow will be established based on an allocation of even hourly flows of daily receipts of Gas scheduled in the relevant period in accordance with the applicable transportation tariff of the Transporting Pipeline. All Gas Usage in excess of the Supplier's maximum hourly flow rate shall be subject to an additional charge of 5 times the Daily Index for each Dekatherm in excess of the Supplier's maximum hourly flow. The Company will notify the Supplier of the Supplier's maximum hourly flow.

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9.6.6 If, during any fifteen (15) consecutive Gas Days, the Supplier delivers an amount less than 70% of the sum of the aggregated Gas Usage of Customers in the Aggregation Pool in said Gas Days, the Company may declare the Supplier ineligible to nominate Gas for the following thirty (30) Gas Days. The Supplier shall have the opportunity to cure the imbalance with the demonstration of verifiable imbalance trades or otherwise within twenty-four (24) hours of notification by the Company. If the Supplier is declared ineligible to nominate Gas for such 30 Gas Days, the Supplier may be reinstated at the end of the 30 Gas Days, provided it posts security equal to the product of: (1) the maximum aggregate daily Gas Usage of Customers in the Aggregation Pool expressed in MMBtu and (2) \$300. If, within twelve (12) months of the first offense, such Supplier is declared ineligible to nominate Gas pursuant to this Section, the Supplier will be disqualified from service under this tariff for one (1) full year from the time of the second disqualification. If the Supplier defaults on its obligations under this tariff, the Company shall have the right to use such security to satisfy the Supplier's obligations. Such security may be used by the Company to secure Gas, transportation, and storage, and to cover other related costs incurred as a result of the Supplier's default. The security may also be used to satisfy any outstanding claims that the Company may have against the Supplier including imbalance charges, cash-out charges, pipeline penalty charges, and other charges.

## 9.7 Cash Out

For each Aggregation Pool, the Supplier must maintain total Monthly receipts within a reasonable tolerance of total Monthly Gas Usage. Any differences between total Monthly receipts for an Aggregation Pool and the aggregated Gas Usage of Customers in the Aggregation Pool, expressed as a percentage of total Monthly receipts, will be cashed out according to the following schedule:

Imbalance Tier	Over-deliveries	Under-deliveries
0% ≤ 5%	The average of the Daily Indices for the relevant Month.	The highest average of seven consecutive Daily Indices for the relevant Month
> 5% ≤ 10%	0.85 times the above stated rate.	1.15 times the above stated rate.
> 10% ≤ 15%	0.60 times the above stated rate.	1.4 times the above stated rate.
> 15%	0.25 times the above stated rate.	1.75 times the above stated rate.

For purposes of determining the tier at which an imbalance will be cashed out, the price will apply only to volumes within a tier. For example, if there is a 7% under-delivery on a Transporting Pipeline, volumes that make up the first 5% of the imbalance are priced at the highest average of the seven (7) consecutive Daily Indices. Volumes making up the remaining 2% of the imbalance are priced at 1.15 times the average of the seven (7) consecutive Daily Indices.

## 10 NON-DAILY METERED DELIVERY SERVICE

### 10.1 Applicability

Section 10 of this tariff applies to Customers taking Delivery Service under Rate Schedules G-41, G-42, G-51, G-52 and their Suppliers.

### 10.2 Delivery Service Provided

This service provides firm, year-round delivery of Customer purchased Gas from the Designated Receipt Point to the Delivery Point on any Gas Day for Customers, without the requirement of

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recording Gas Usage at the Delivery Point on a daily basis. Daily Nominations are calculated by the Company on the basis of a Consumption Algorithm and the Supplier is obligated to deliver to the Designated Receipt Point(s) such quantities.

10.3 Nominations and Scheduling of Service

- 10.3.1 The Supplier is obligated to nominate and deliver the Adjusted Target Volume ("ATV"), as determined in Section 10.3.2, to the Designated Receipt Points on every Gas Day for each Aggregation Pool.
- 10.3.2 The Company shall determine the ATV for each Aggregation Pool of Customers taking non-daily metered Delivery Service for each Gas Day using a Consumption Algorithm. The ATV shall include the Company Gas Allowance. On each Business Day, the Company will communicate, electronically, by facsimile, or by other agreeable alternative means, the forecasted ATV to the Supplier for at least the subsequent four (4) Gas Days. The ATV in effect for any Gas Day shall be the most recent ATV for that Gas Day communicated to the Supplier by the Company. The ATV for a given Gas Day shall not be effective unless it has been communicated to the Supplier at least two (2) hours prior to the Company's Supplier Nomination deadline for that Gas Day, which shall be at least two (2) hours prior to the deadline for nominations on the Transporting Pipeline, or such lesser period as determined by the Company.
- 10.3.3 Nominations will be communicated to the Company electronically, by facsimile, or other agreeable alternative means.
- 10.3.4 Nominations for the first Day of a Month shall be submitted to the Company no later than two (2) hours prior to the deadline for first of the Month nominations of the Delivering Pipeline or such lesser period as determined by the Company. The Company will make available, from time to time, a schedule of nomination due dates. Nominations on weekends, holidays, and non-business hours will be accepted by the Company on a basis consistent with that utilized for its own operations.
- 10.3.5 The Supplier shall provide an intra-Month nomination no later than two (2) hours prior to the deadline of the Delivering Pipeline for the next Gas Day, or such lesser period as determined by the Company. Nominations on weekends, holidays, and non-business hours will be accepted by the Company on a basis consistent with that utilized for its own operations.
- 10.3.6 Nominations will be conditionally accepted by the Company pending confirmation by the Transporting Pipeline. The Company will attempt to confirm the nominated volume with the Transporting Pipeline. In the event of a discrepancy between the volume nominated to the Company by the Supplier and the volume nominated by the Supplier to the Transporting Pipeline, the lower volume will be deemed confirmed. The Company will allocate such discrepancy based on a predetermined allocation method set forth in the Supplier Service Agreement. If no predetermined allocation method has been established prior to the event of such discrepancy, the Company will allocate the discrepancy on a pro rata basis. The Company will not confirm any volume nominated by the Supplier in excess of the ATV.
- 10.3.7 In the event that the Supplier is unable to deliver a confirmed ATV Nomination, the Supplier may make intra-Gas Day Nominations relating to changes to existing Nominations within a given Gas Day no later than two (2) hours prior to the intra-Gas Day Nomination deadline for the Transporting Pipeline on which the Nomination is to be effective, or such lesser period as determined by the Company; provided, however, that the

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- 10.3.8 Nomination must be in conformance with the requirements of and must be permitted by the Transporting Pipeline. Intra-Gas Day Nominations on weekends, holidays, and non-business hours will be accepted by the Company on a basis consistent with that utilized by the Company for its own operations. The Company shall not adjust the ATV applied for the Gas Day.
- 10.3.9 Nominations may be rejected if they do not satisfy the conditions for Delivery Service in effect from time to time.
- 10.3.10 All quantities of Gas over-delivered or under-delivered to the Company's system in violation of an Operational Flow Order ("OFO") declared by the Company pursuant to Section 16 will be subject to the Critical Day provisions of Section 10.6.1 of this tariff, and the delivered quantity specified in the OFO will replace the ATV.
- 10.4 Determination of Receipts
- 10.4.1 The quantity of Gas deemed received by the Company for the Supplier's Aggregation Pool at the Designated Receipt Point(s) will equal the volume so scheduled by the Transporting Pipeline(s).
- 10.4.2 The Company Gas Allowance will be assessed against receipts pursuant to Section 8 of this tariff.
- 10.5 Metering and the Determination of Deliveries
- The Company shall record the Customer's Gas Usage at the Delivery Point by making actual meter reads on a monthly [or bi-monthly] basis. In the event that the Customer's Gas Usage is metered on a bi-monthly basis, the Company shall make available to the Supplier estimates of the Customer's Gas Usage for each of the two billing months.
- 10.6 Balancing
- 10.6.1 Any difference between the Supplier's ATV for an Aggregation Pool and the receipts on the Transporting Pipeline to the appropriate Designated Receipt Point(s) will be cashed out by the Company according to the following:
- Off-Peak Season: For receipts less than the ATV, the Supplier shall be charged 1.1 times the Daily Index for the difference. For receipts greater than the ATV, the Supplier shall be charged 0.8 times the Daily Index for the difference.
- Peak Season: For receipts less than the ATV but greater than or equal to 95% of the ATV, the Supplier shall be charged 1.1 times the Daily Index for the difference. For receipts less than 95% of the ATV, the Supplier shall be charged 1.1 times the Daily Index for the first 5% difference, and the Supplier shall be charged two (2) times the Daily Index for the remaining difference. For receipts greater than the ATV, the Supplier shall be charged 0.8 times the Daily Index for the difference.
- Critical Day(s) The Company will determine if the Critical Day will be aggravated by an under-delivery or an over-delivery, and so notify the Supplier when a Critical Day is declared pursuant to Section 16.

Critical Day That Will Be Aggravated by Under-delivery.

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Supplier who under-delivers. A Supplier who under-delivers on a Critical Day that will be aggravated by under-delivery shall be charged five (5) times the Daily Index for the difference between the ATV and actual receipts.

Supplier who over-delivers. A Supplier who over-delivers on a Critical Day that will be aggravated by under-delivery shall be charged the following amounts for all receipts in excess of the ATV:

- (a) up to 25% in excess of the ATV, the Supplier shall be charged the Daily Index for the difference.
- (b) for receipts in excess of 25% above the ATV, the Supplier shall be charged 0.8 times the Daily Index for the difference.

Critical Day That Will Be Aggravated By Over-delivery.

Supplier who over-delivers. A Supplier who over-delivers on a Critical Day that will be aggravated by over-delivery shall be charged 0.4 times the Daily Index for receipts greater than the ATV.

Supplier who under-delivers. A Supplier who under-delivers on a Critical Day that will be aggravated by over-delivery shall be charged the following amounts--for receipts less than the ATV but greater than or equal to 75% of the ATV, the Supplier shall be charged the Daily Index for the first 25% difference, and the Supplier shall be charged 1.1 times the Daily Index for the remaining difference.

10.6.2 In addition to the charges set forth in Section 10.6.1, the Company shall use a daily balancing charge calculation to account for balancing costs it incurs in serving each Aggregation Pool due to differences in forecast versus actual Heating Degree Days. The daily balancing charge shall be based on the sum of the absolute values of the daily differences between the Aggregation Pool's ATV and the recalculated ATV value described in Section 10.7.1 below. Such charge shall be billed to the Supplier monthly and shall reflect the cost of resources used by the Company to balance such differences for each Gas Day of the Month. The Company shall calculate such charge annually in its Winter Season Cost of Gas filing according to a formula as set forth in Attachment B.

10.6.3 In addition to the charges set forth in Section 10.6.1, the Company shall use a daily balancing charge calculation to account for balancing costs it incurs in serving each Aggregation Pool due to differences in forecast versus actual Heating Degree Days. The daily balancing charge shall be based on the sum of the absolute values of the daily differences between the Aggregation Pool's ATV and the recalculated ATV value described in Section 10.7.1 below. Such charge shall be billed to the Supplier monthly and shall reflect the cost of resources used by the Company to balance such differences for each Gas Day of the Month. The Company shall calculate such charge annually in its Winter Season Cost of Gas filing according to a formula as set forth in Attachment B.

In the event that the Transporting Pipeline requires its customers to balance on a point-specific basis, the Supplier must balance pursuant to this Section at each Designated Receipt Point.

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10.6.4 In addition to the charges set forth in Sections 10.6.1 and 10.6.2, the Company shall flow through to the Supplier any pipeline imbalance penalty charges attributable to the Supplier.

10.7 Cash Out

10.7.1 The Company shall use a daily cash out calculation to account for imbalances due to differences in forecast versus actual Heating Degree Days. Using a Consumption Algorithm, the Company will recalculate the ATV for each Aggregation Pool for each Gas Day of the Month, substituting actual Heating Degree Days for forecast Heating Degree Days. Daily recalculations shall be compared to the Aggregation Pool's daily ATV, and the difference shall be cashed out at 100% of the Daily Index.

10.7.2 During the billing months of both June and December, the Company shall use a six-month cash-out calculation to account for differences in forecast usage versus billed Gas Usage. The Company may cash-out differences in forecast usage versus billed usage at intervals that are less than six months as provided by the Supplier Service Agreement.

(1) In the billing month of June, using the recalculated ATV values described in Section 10.7.1, the Company will compare the sum of the recalculated ATV values for each Aggregation Pool for the six-month period of November 1 through April 30 to the sum of billed usage volumes used by each Aggregation Pool for that same period. The differences shall be cashed out at 100% of the average of the Daily Index weighted by actual Heating Degree Days over the same period. The Winter period cash-out shall be calculated and provided to Suppliers within 60 days of the month ending April 30.

(2) In the billing month of December, using the recalculated ATV values described in Section 10.7.1, the Company will compare the sum of the recalculated ATV values for each Aggregation Pool for the six-month period of May 1 through October 31 to the sum of the billed usage volumes used by each Aggregation Pool for that same period. The differences shall be cashed out at 100% of the average of the Daily Index over the same period. The Off-Peak period cash-out shall be calculated and provided to Suppliers within 60 days of the month ending October 31.

10.7.3 The Company shall allow Suppliers to trade seasonal differences. Prior to the seasonal cash-out, the Company shall make available a list of Suppliers. Aggregation Pools affected by the transaction must be located within the same Gas Service Area as defined in Section 4, unless waived by the Company. All trades must be communicated to the Company within three (3) Business Days following receipt of the list.

10.7.4 If, during any fifteen (15) consecutive Gas Days, the Supplier delivers an amount less than 70% of the sum of the ATVs of the Aggregation Pool in said Gas Days, the Company may declare the Supplier ineligible to nominate Gas for the following thirty (30) Gas Days. The Supplier shall have the opportunity to cure the imbalance with the demonstration of verifiable imbalance trades or otherwise within twenty-four (24) hours of notification by the Company. If the Supplier is declared ineligible to nominate Gas for such 30 Gas Days, the Supplier may be reinstated at the end of the 30 Gas Days, provided it posts security equal to the product of: (1) the Supplier's estimated maximum aggregate daily Gas Usage of Customers in the Aggregation Pool expressed in MMBtu and (2) \$300. If, within twelve (12) months of the first offense, such Supplier is declared ineligible to nominate Gas pursuant to this Section, the Supplier will be disqualified from service under this tariff for one (1) full year from the time of the second disqualification. If the Supplier defaults on its obligations under this tariff, the Company shall have the right to use such security to

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- 10.7.5 satisfy the Supplier's obligations. Such security may be used by the Company to secure Gas, transportation, storage, and to cover other related costs incurred as a result of the Supplier's default. The security may also be used to satisfy any outstanding claims that the Company may have against the Supplier including imbalance charges, cash-out charges, pipeline penalty charges, and other charges.

## 11 CAPACITY ASSIGNMENT

### 11.1 Applicability

Section 11 of this tariff applies to all Suppliers that have enrolled one or more Customers into one or more Aggregation Pools and shall include Customers acting as their own Supplier. The Company shall assign and the Supplier shall accept each Customer's pro-rata share of Capacity, if any, as established in accordance with this Section.

### 11.2 Identification of Capacity for Assignment

- 11.2.1 On or before September 15 of each year, the Company shall communicate, by electronic means as determined by the Company or, in the event of failure of such electronic means, by facsimile or other agreeable alternative means, the Capacity to be made available for assignment to Suppliers on each of twelve Assignment Dates beginning in October.
- 11.2.2 The Company shall identify, by Gas Service Area, the specific contracts and resources for assignment to Suppliers based on the Company's Capacity and resource plans. Such identified contracts and resources shall be used to determine the pro-rata shares of Capacity assignable to a Supplier on behalf of the Customers enrolled in its Aggregation Pool.
- 11.2.3 Capacity assigned by the Company may include Company-Managed Supplies that effectuate, at maximum tariff rates, the assignment of certain Capacity contracts including Canadian, Federal Energy Regulatory Commission, 15 U.S.C. § 717(c) or Section 7(c) [Part 157 of the FERC regulations (18 C.F.R. part 157)] and other contracts that are not assignable to third-parties due to governing tariffs.

### 11.3 Determination of Pro-Rata Shares of Capacity

- 11.3.2 The Company shall establish a Total Capacity Quantity ("TCQ") for each Customer taking Delivery Service. The TCQ represents the total amount of Capacity assignable to a Supplier on behalf of a Customer.
- 11.3.3 For a Customer receiving Sales Service on or after March 14, 2000, the TCQ shall be the Customer's estimated Gas Usage on the Peak Day as determined by the Company each October prior to the Customer's enrollment into Supplier Service. The Company shall derive such estimate using a Daily Baseload and a Heating Factor based upon the Customer's historic Gas Usage during the Reference Period, or the best estimates available to the Company should actual Gas Usage information be partially or wholly unavailable.
- 11.3.4 For a Customer that was either receiving Supplier Service (or the equivalent form of service at the time) on March 14, 2000, or had an executed contract for firm transportation service (i.e., the equivalent of Delivery Service) on file with the Company on or before March 14, 2000, the TCQ shall be zero.
- 11.3.5 A Customer that was either receiving Supplier Service (or the equivalent form of service at the time) on March 14, 2000, or had a written request on file with the Company on or before March 14, 2000 may elect for its Supplier to accept assignment of its pro-rata share of Capacity as determined by the Company in accordance with Section 11.2 and, subject

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to availability, as determined by the Company in its sole reasonable discretion. In order to make such election, the Customer must have submitted to the Company, on or before ten (10) days prior to the first Assignment Date prior to the original effective date of this tariff, a completed application for Capacity that is signed by both the Customer and Supplier. All assignments of Capacity made on behalf of such electing Customer shall be executed in accordance with Sections 11 and 14 of this tariff as if the Customer had been receiving Sales Service on or after March 14, 2000

- 11.3.5 For a new Customer taking Supplier Service as its initial service after March 14, 2000, the TCQ shall be zero except in cases where the Customer is a new Customer of record at a meter location where a former Customer of record received firm service from the Company any time during the preceding twenty-four (24) months, in which case the TCQ established by the Company for the former Customer shall become the TCQ for the new Customer. The Company may reduce said TCQ value for the new Customer, if, in its sole reasonable discretion, the Company determines that the old Customer's TCQ exceeds the new Customer's estimated future consumption on the Peak Day. In the event that Sales Service is provided at a new meter location for Gas Usage associated with new construction, the TCQ shall be zero, provided that the Customer initiates Supplier Service upon the completion of said new construction in accordance with Section 20.5 of this tariff
- 11.3.6 Once the Company establishes a TCQ for a Customer pursuant to this Section 11.3, it shall remain in effect for the purpose of determining the Customer's pro-rata shares of Capacity until such time that the Customer returns to Sales Service. The Company shall establish a new TCQ value for the Customer pursuant to Section 11.3.2 if the Customer again elects to take Supplier Service after returning to Sales Service, unless otherwise established herein..
- 11.3.7 The Company shall determine the pro-rata shares of Pipeline Capacity, Storage Withdrawal Capacity, and Peaking Capacity assignable to a Supplier on behalf of a Customer as the product of the Customer's TCQ times the applicable Capacity Allocators. The Capacity Allocators for each class of Customers billed under the Company's Rate Schedule shall be set forth annually in Attachment C to this tariff.
- 11.3.8 The Company shall determine the pro-rata share of Seasonal Storage Capacity assignable to a Supplier on behalf of a Customer consistent with the tariffs governing the associated Storage Withdrawal Capacity.
- 11.3.9 The Company shall determine the pro-rata shares of Peaking Supply assignable to a Supplier in accordance with Section 14 of this tariff.

#### 11.4 Capacity Assignments

- 11.4.1 On each Assignment Date, the Company will assign to the Supplier the pro-rata shares of Capacity on behalf of each Customer as determined by the Company in accordance with Sections 11.2, 11.3 and 11.7.
- 11.4.2 The total amount of Pipeline Capacity, Storage Withdrawal Capacity, and Peaking Capacity assigned to the Supplier on behalf of the Customers in an Aggregation Pool shall be at least equal to the cumulative sum of the pro-rata shares of Pipeline Capacity, Storage Withdrawal Capacity, and Peaking Capacity for all Customers enrolled in said Aggregation Pool as of Five (5) Business Days prior to the Assignment Date.
- 11.4.3 Storage Withdrawal Capacity shall be subject to Operational Flow Orders that are issued by the Company pursuant to Section 16 of this tariff, in the event that the Company requires the Supplier to deliver or to store quantities of Gas for the purposes of managing system

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imbalances and maintaining Delivery Service. Whenever the Company assigns incremental Storage Withdrawal Capacity to the Supplier, the Company shall also assign to that Supplier additional Seasonal Storage Capacity pursuant to Section 11.8.

- 11.4.4 The Peaking Capacity assigned to the Supplier shall establish the Maximum Daily Peaking Quantity ("MDPQ") for the Aggregation Pool in the Supplier's Service Agreement. In the event that the Company increases a Supplier's MDPQ, the Company shall also assign to that Supplier additional Peaking Supply pursuant to Section 14.
- 11.4.5 The Company shall execute Capacity assignments in increments of 200 MMBtus. The Supplier shall accept an initial increment of Capacity on the first Assignment Date when the sum of the pro-rata shares of Capacity assigned to the Supplier pursuant to Section 11.4.1 exceeds 150 MMBtus. The Supplier shall accept additional increments of Capacity on the following Assignment Dates commensurate with any cumulative increase in the sum of pro-rata shares of Capacity assigned to the Supplier, as rounded to the nearest 200 MMBtus. Each increment of Capacity accepted by the Supplier shall comprise Pipeline Capacity, Storage Withdrawal Capacity, and Peaking Capacity in proportion to the cumulative increase of the pro-rata shares of assigned Capacity as established in accordance with Section 11.4.1. Section 11.4.2 shall not apply to a Customer that is acting as its own Supplier.
- 11.4.6 If a Customer is acting as its own Supplier, the Company shall assign Capacity to the Customer in an amount equal to the Customer's TCQ, as established pursuant to Section 11.3.

#### 11.5 Release of Contracts

- 11.5.1 With the exception of Company-Managed Supplies and Peaking Capacity, Capacity contracts shall be released by the Company to the Supplier, at the maximum tariff rate or lesser rate paid by the Company and including all surcharges, through pre-arranged Capacity releases, pursuant to applicable laws and regulations and the terms of the governing tariffs.
- 11.5.2 Capacity contracts released to a Supplier on an Assignment Date shall be released for a term beginning on the first Gas Day of the Month following the Assignment Date through the expiration date of the respective capacity contract being assigned. and ending on October 31. For example, contracts assigned to a Supplier on April 25 of a given year shall be released for a term beginning on May 1 of that year and ending on October 31 of that year.
- 11.5.3 The Company reserves the right to adjust releases of Storage Withdrawal Capacity in the event that fifty percent (50%) or more of the total Storage Withdrawal Capacity serving a Gas Service Area has been assigned to Suppliers. Such adjustments may include, but are not limited to, the reassignment of certain Storage Withdrawal Capacity as Company-Managed Supplies in order for the Company to maintain operational control over Capacity resources associated with system balancing, and/or the retention of specific Capacity resources associated with system balancing and the implementation of a balancing charge to offset the associated costs.

#### 11.6 Annual Reassignment of Capacity

- 11.6.1 On each Annual Reassignment Date, the Company shall adjust the Capacity assignments previously made to a Supplier to conform with the Company's resource and requirements plans. Such previously assigned Capacity shall be replaced by the assignment to the Supplier of the pro-rata shares of the same or similarly situated Capacity on behalf of the

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Customers enrolled in the Supplier's Aggregation Pools (as of the first Gas Day of the Month following the Annual Reassignment Date).

- 11.6.2 If the reassignment of Storage Withdrawal Capacity requires adjustments to the Seasonal Storage Capacity previously assigned to a Supplier, the Company shall reassign Seasonal Storage Capacity to such Supplier, and the Company and the Supplier shall address any associated increments and decrements to inventories in place pursuant to Section 11.8 of this tariff.
- 11.6.3 If the reassignment of Peaking Capacity requires adjustments to the MDPQ for the Supplier's Aggregation Pool, the Company shall reassign Peaking Supply to such Supplier, and the Company and the Supplier shall address any associated increments and decrements to supplies pursuant to Section 14 of this tariff.
- 11.7 Recall of Capacity
  - 11.7.1 If the pro-rata shares of Capacity assignable to a Supplier decline because one or more of the Supplier's Customers has returned to Sales Service, the Company shall have the right, but not the obligation, to recall from the Supplier the pro-rata shares of Capacity previously assigned to the Supplier on behalf of such Customers. The decision on whether to exercise its Capacity-recall rights shall be made by the Company in its sole reasonable discretion. If the Company elects to recall Capacity from a Supplier pursuant to this Section, such recall shall be made on the Assignment Date following the effective date of the Customer's return to Sales Service. Notwithstanding the foregoing, in the following circumstances the Company shall be required to recall Capacity associated with Customers returning to Sales Service:
    - (a) The Supplier returning the Customers to Sales Service certifies that it is ceasing all business operations in New Hampshire;
    - (b) The Supplier returning the Customers to Sales Service certifies that it will no longer offer service to a particular market sector (e.g., small commercial and industrial Customers) and, therefore, once such Customers are returned to Sales Service, the Supplier is not eligible to re-enroll Customers of that type; or
    - (c) The Supplier demonstrates that it has provided Supplier Service to the Customer for a 12-month period, and for a period of no less than any 12-month increment, prior to the Customer's return to Sales Service.
  - 11.7.2 If the Company elects to recall Storage Withdrawal Capacity from the Supplier pursuant to this Section, the Company shall reduce the Seasonal Storage Capacity associated with the affected Aggregation Pool in accordance with Section 11.8 of this tariff. If the Company elects to reduce the MDPQ in the Supplier Service Agreement, the Company shall reduce the Peaking Supply associated with the affected Aggregation Pool in accordance with Section 14 of this tariff.
  - 11.7.3 In the event that a Customer in a Supplier's Aggregation Pool switches to another Supplier, the Company shall recall from the former Supplier said Customer's pro-rata shares of Capacity for reassignment to the new Supplier pursuant to Section 11.4. There shall be no change in the Customer's TCQ used to determine the Customer's pro-rata shares of Capacity for reassignment to the new Supplier. The recall of such Capacity from the Customer's former Supplier and the assignment of Capacity to the new Supplier shall be made on the Assignment Date following the effective date of the Customer's switch in Suppliers.

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If the Company recalls Storage Withdrawal Capacity from the Customer's former Supplier, the Company shall reduce the Seasonal Storage Capacity associated with the affected Aggregation Pool in accordance with Section 11.8 of this tariff. If the Company reduces the MDPQ in the Customer's former Supplier's Service Agreement, the Company shall also reduce the Peaking Supply associated with the affected Aggregation Pool in accordance with Section 14 of this tariff.

- 11.7.4 The recall of Capacity by the Company shall entail the recall of released contracts pursuant to governing tariffs and/or the reduction in assigned quantities set forth in the Supplier Service Agreement. The recall of Capacity shall be executed in decrements of 200 MMBtus, commensurate with the cumulative reduction in the pro-rata shares of Capacity assigned to the Supplier, rounded to the nearest 200 MMBtus. Each decrement of Capacity assigned to the Supplier shall comprise Pipeline Capacity, Storage Withdrawal Capacity, and Peaking Capacity in proportion to the cumulative decrease in the pro-rata shares of Capacity recalled from the Supplier.

In the event that a Supplier is declared ineligible to nominate Gas for thirty (30) Gas Days pursuant to Sections 9.6.6 or 10.7.4 of this tariff, the Company shall have the right to recall any or all Capacity assigned to said Supplier. If the Supplier is reinstated at the end of such 30 Gas Days, the Company shall reassign Capacity to the Supplier on the next Assignment Date pursuant to Sections 11.4 and 11.5. There shall be no change in the TCQ values used to determine the Supplier's Customers' pro-rata shares of Capacity for reassignment.

- 11.7.5 In the event that a Supplier is disqualified from service for a one (1) full year pursuant to Sections 9.6.6 or 10.7.4 of this tariff, the Company shall have the right to recall any or all Capacity assigned to said Supplier. If the Supplier is reinstated at the end of such period, the Company shall reassign Capacity to the Supplier on the next Assignment Date pursuant to Sections 11.4 and 11.5. There shall be no change in the TCQ values used to determine the Supplier's Customers' pro rata shares of Capacity reassignments.
- 11.7.6 In the event that the Supplier fails to meet the applicable registration and licensing requirements established by law or regulation, fails to satisfy the requirements and practices as set forth in Section 20.3 of this tariff, fails to be and remain an approved shipper on the upstream pipelines and underground storage facilities on which the Company will assign capacity, fails to make timely payment under the assigned contracts, or fails to comply with or perform any of the obligations on its part established in this tariff or in the Supplier Service Agreement, the Company shall have the right to recall permanently any or all Capacity assigned to said Supplier. This section shall also apply to a Customer acting as its own Supplier.
- 11.7.7 The Supplier shall forfeit its rights to Capacity recalled by the Company pursuant to this Section. Such forfeiture shall be effected in accordance with applicable laws and regulations and the governing tariffs. In the event of Capacity forfeiture pursuant to this Section, the Supplier shall be responsible to compensate the Company for any payments due under the contracts prior to forfeiture, as well as any interest due thereon. The Company will not exercise discretion in the application of the forfeiture provisions of this Section. This section shall also apply to a Customer acting as its own Supplier.

#### 11.8 Seasonal Storage Capacity

- 11.8.1 On each Assignment Date, the Company shall release Seasonal Storage Capacity to a Supplier that accepts the assignment of Storage Withdrawal Capacity pursuant to Section 11.4. The Company shall assign such Seasonal Storage Capacity consistent with the tariffs governing the release of the associated Storage Withdrawal Capacity.

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- 11.8.2 If the Company assigns Seasonal Storage Capacity to a Supplier pursuant to Section 11.8.1 above, the Company shall transfer in-place Gas inventories to the Supplier. The quantity of inventories to be transferred from the Company to the Supplier shall be determined by multiplying the incremental Seasonal Storage Capacity assigned to the Supplier on the Assignment Date times the applicable storage inventory percentage described in Section 11.8.5. The Supplier shall be charged the Company's weighted average cost of inventories in off-system storage facilities for each Dekatherm transferred from the Company to the Supplier. The Company shall communicate, by electronic means as determined by the Company or, in the event of failure of such electronic means, by facsimile or other agreeable alternative means, the Company's weighted average cost of inventories, by Gas Service Area, at least two Business Days prior to each Assignment Date.
- 11.8.3 In the event that the Company recalls Storage Withdrawal Capacity from the Supplier pursuant to Section 11.7, the Company shall also recall Seasonal Storage Capacity from the Supplier. The Company shall determine the total Seasonal Storage Capacity to be recalled from the Supplier in accordance with the tariffs governing the Storage Withdrawal Capacity returned to the Company.
- 11.8.4 If the Company recalls Seasonal Storage Capacity from a Supplier pursuant to Section 11.8.3, the Supplier shall transfer in-place Gas inventories to the Company. The quantity of inventories to be transferred from the Supplier to the Company shall be determined by multiplying the decremental Seasonal Storage Capacity times the applicable storage inventory percentage described in Section 11.8.5. The Supplier shall be reimbursed at the Company's weighted average cost of inventories in off-system storage facilities as of the Assignment Date, for each Dekatherm transferred from the Supplier to the Company. The Company shall communicate, by electronic means as determined by the Company or, in the event of failure of such electronic means, by facsimile or other agreeable alternative means, the Company's weighted average cost of inventories, by Gas Service Area, at least two (2) Business Days prior to each Assignment Date.
- 11.8.5 Seasonal storage inventory percentages shall represent the amount of Seasonal Storage Capacity in each assigned storage resource that is assumed to be filled with inventories as of the first Gas Day of the month following the Assignment Date. Each September, the Company shall communicate, by electronic means as determined by the Company or, in the event of failure of such electronic means, by facsimile or other agreeable alternative means, the storage inventory percentages for each resource that shall be applied to incremental or decremental Seasonal Storage Capacity assignments executed on each of the twelve (12) Assignment Dates beginning in October.
- 11.9 Company-Managed Supplies
- 11.9.1 The Company shall provide access to and ascribe cost responsibility for the pro-rata shares of certain Capacity contracts including Canadian, Federal Energy Regulatory Commission, 15 U.S.C. § 717(c) or Section 7(c) [Part 157 of the FERC regulations (18 C.F.R. part 157)], and other contracts that are not assignable to third-parties.
- 11.9.2 The Supplier's Service Agreement shall set forth the quantity of each Company-Managed Supply assigned to the Supplier pursuant to Sections 11.4 and 11.8.
- 11.9.3 The Company shall notify the Supplier of the conditions and/or restrictions on the use of Company-Managed Supplies pursuant to the tariffs governing the resources.
- 11.9.4 The Company shall invoice the Supplier for its pro-rata shares of the demand charges for Capacity contracts assigned to the Supplier as Company-Managed Supplies. The Company

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shall also flow through to the Supplier all costs, including Supply costs, incurred from the utilization of Company-Managed Supplies on behalf of the Supplier.

- 11.9.5 The Company shall nominate quantities to the Transporting Pipeline and/or other interstate pipelines and off-system storage operators on behalf of Suppliers to which the Company has assigned Company-Managed Supplies, provided that the requested Nomination conforms to the tariffs governing the resource. The Supplier shall communicate its desired Nomination quantities to the Company subject to the provisions in Sections 9.3 and 10.3 of this tariff.

**11.10 Capacity Mitigation Service**

- 11.10.1 Capacity Mitigation Service is available to Suppliers that have been assigned Capacity pursuant to Section 11 of this tariff. Such Suppliers shall have the option to take Capacity Mitigation Service from the Company for contracts that would otherwise be released to the Supplier in accordance with this tariff.
- 11.10.2 Within five (5) Business Days prior to the Annual Reassignment Date, the Supplier must designate those contracts that would otherwise be released to the Supplier pursuant to Section 11.5, as contracts to be managed by the Company for cost mitigation in accordance with the Company's Capacity Mitigation Service. Such designation will be effective for the period November 1 through October 31. Such notice shall be communicated in accordance with the Supplier's Service Agreement.
- 11.10.3 The Supplier shall pay to the Company the maximum-tariff rate or lesser rate paid by the Company, including all surcharges, for the Capacity contracts that are retained and managed by the Company. The Company shall bill the Supplier monthly for such charges.
- 11.10.4 The Company will market Capacity contracts designated by Suppliers for mitigation through the Capacity Mitigation Service. The Supplier shall receive a credit on its bill for Capacity Mitigation Service equal to the pro-rata share of the proceeds earned from the Company in exchange for such contract management. Such credit shall be determined on a contract-specific basis at the end of each Month and will be included in the bill sent to the Supplier in the following Month.

**12 BILLING AND SECURITY DEPOSITS**

- 12.1 The Customer shall be responsible for all charges for service furnished by the Company under the Company's applicable rates, as filed from time to time with the NHPUC, from the time service is commenced until it is terminated. The Company shall provide a single bill, reflecting unbundled charges, to Customers for Sales Service.
- 12.2 The Company shall offer two billing service options to Customers taking only Delivery Service: standard complete billing service and standard pass-through billing service. The Supplier shall inform the Company of the selected billing option in accordance with the provisions set forth in Section 20.5

**12.2.1 Standard Complete Billing Service**

The Customer shall receive a single bill from the Company for both Delivery Service and Supplier Service. The Company shall use the rates supplied by the Supplier to calculate the Supplier's portion of the single bill and integrate this billing within a single mailing to the Customer. The Company may charge a fee to the Supplier for providing this billing service as approved by the NHPUC.

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The Supplier shall adhere to the Customer classes and rate structure as specified in the Company's then current Rate Schedule on file with and approved by the NHPUC. The Company shall reasonably accommodate, at the Supplier's expense, different Customer classes or rate structures as agreed to by the Company and the Supplier in the Supplier Service Agreement.

The Company shall provide an electronic file to the Supplier that will, in addition to the usage being billed, contain the calculated Supplier billing amounts for the current billing cycle. Customer revenue due the Supplier shall be transferred to the Supplier in accordance with the Supplier Service Agreement. Upon receipt of Customer payments, the Company shall provide a file for the Supplier summarizing all revenue from Supplier sales which have been received and recorded that day.

If a Customer pays the Company less than the full amount billed, the Company shall apply the payment first to Delivery Service, and if any payment remains, it shall be applied to Supplier Service.

12.2.2 Standard Pass-through Billing Service

The Customer taking Delivery Service shall receive two (2) bills: the Company shall issue one bill for Delivery Service and the Supplier shall issue a second bill for Supplier Service.

The Supplier shall be responsible for the collection of amounts due to the Supplier from the Customer. Customer payment responsibility with Suppliers shall be governed by the particular Customer/Supplier contract.

Within three (3) Business Days following the end of the Customer's billing cycle, the Company shall provide an electronic file for the Supplier that will contain the Customer's usage being billed including the current and previous meter readings.

12.2.3 The Company shall inform a Customer when Supplier Service has been initiated by a Supplier along with information on how the Customer may file a complaint regarding an unauthorized initiation of Service. This information shall be included on the first bill rendered to the Customer after such initiation.

12.2.4 A Customer acting as its own Supplier will be subject to the billing and payment requirements in Section 20.8 of this tariff.

12.2.5 Readings taken by an automated meter reading device will be considered actual readings for billing purposes.

### 13 SALES SERVICE

13.1 Sales Service is the Commodity service provided by the Company for Customers not electing to subscribe to Supplier Service and shall be provided by the Company, or its designated Supplier, in accordance with this tariff. Each Customer receiving Sales Service shall receive one bill from the Company reflecting delivery and Commodity charges.

13.2 A Customer receiving Sales Service on March 14, 2000 shall continue to receive Sales Service unless the Customer elects to take Supplier Service and until such time that Supplier Service is initiated for the Customer in accordance with Section 20.5 of this tariff. If the Customer terminates Supplier Service, if a Supplier terminates service to the Customer, or if the Customer's designated Supplier becomes ineligible to serve the Customer pursuant to Sections 9.6.6, 10.7.4, or 20.3 of this tariff, the Company will provide Sales Service to the Customer. Pursuant to Section 20.5 of this tariff, the Company will initiate Sales Service for the Customer and will provide Sales Service to the Customer until such time that Supplier Service is initiated for the Customer by a new Supplier.

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- 13.3 Any Customer whose Supplier has been assigned Capacity on behalf of said Customer pursuant to Section 11 of this tariff may elect to return to Sales Service if the Customer is no longer receiving Supplier Service. If necessary, the Company will initiate Sales Service for the Customer pursuant to Section 20.5 of this tariff and will provide the Customer with Sales Service until such time that Supplier Service is initiated for the Customer by a new Supplier. The Company will provide Sales Service to said Customer up to a maximum daily level of Gas Usage not to exceed the Total Capacity Quantity ("TCQ") of recallable Capacity assigned to the Customer's former Supplier.
- 13.4 In the event that a Supplier that has been assigned Capacity on behalf of a Customer pursuant to Section 11 of this tariff terminates Supplier Service to the Customer, the Customer may select another Supplier. If necessary, the Company will initiate Sales Service for the Customer pursuant to Section 20.5 of this tariff and will provide the Customer with Sales Service until Supplier Service is initiated for the Customer by a new Supplier. The Company will provide Sales Service to the Customer up to a maximum daily level of Gas Usage not to exceed the TCQ of recallable Capacity assigned to the Customer's former Supplier.
- 13.5 In the event that a Supplier that has been assigned Capacity on behalf of a Customer pursuant to Section 11 of this tariff becomes ineligible to serve the Customer pursuant to Sections 9.6.6, 10.7.4, or 20.3 of this tariff, the Company will provide the Customer with Sales Service up to a maximum daily level of Gas Usage not to exceed the TCQ of recallable Capacity assigned to the Customer's Supplier.
- 13.6 The Company shall be under no obligation to provide Sales Service to a Customer at a maximum daily level in excess of the TCQ of recallable Capacity assigned to a Supplier on behalf of the Customer. The Company may elect to provide Sales Service to the Customer if, and to the extent that, adequate system Capacity and Supplies are available and upon the same terms and subject to the same conditions as any new Customer seeking to take Sales Service.

#### **14 PEAKING SERVICE**

- 14.1 Applicability
- Section 14 of this tariff applies to all Suppliers, and to all Customers acting as their own Supplier, that have been assigned, or have elected to be assigned, Capacity on behalf of themselves or Customers in their Aggregation Pools pursuant to Section 11 of this tariff.
- 14.2 Character of Service
- 14.2.1 Peaking Service shall be provided by the Company subject to an executed Supplier Service Agreement that sets forth the Maximum Daily Peaking Quantity ("MDPQ") and the assigned Peaking Supply for each of the Supplier's Aggregation Pools.
- 14.2.2 The Company shall provide quantities of Gas, at the Supplier's request, from the Supplier's Peaking Service Account as established in accordance with Section 14.4. Such quantities shall be deemed delivered by the Company and received by the Company at the Designated Receipt Point(s) for the Aggregation Pool. Peaking Service shall be firm and available to the Supplier each Gas Day in accordance with the balance of the Supplier's Peaking Service Account and the parameters of the Company's Peaking Service Rule Curve.
- 14.3 Rates and Charges
- 14.3.1 The applicable rates for Peaking Service shall be established in the Company's tariff. The Supplier shall pay a peaking demand charge based on its MDPQ of assigned Peaking Capacity as billed by the Company for the Peak Season. Such unit demand charge shall be equal to the total Capacity costs and other fixed costs associated with the Company's

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peaking resources, excluding costs collected through Delivery rates, divided by the estimated peaking resources needed to meet the Company's total system Peak Day requirement.

- 14.3.2 The Supplier shall pay a Commodity charge equal to the estimated weighted average cost of peaking supplies, including fuel retention and carrying charges. The Company shall communicate electronically, by facsimile or by other agreeable alternative means the Company's estimated weighted average cost of peaking supplies by the 15th of the month preceding the next Assignment Date. The Commodity charge will be multiplied by the volumes of Peaking Service Gas nominated by the Supplier during each Month.

14.4 Peaking Supply

- 14.4.1 The Customer's portion of the Peaking Supply that shall be assigned to the Supplier on behalf of the Customer shall be equal to the Peaking Supply multiplied by the ratio of the Customer's MDPQ to the aggregate MDPQ of the total system.
- 14.4.2 On each Assignment Date, the Company shall assign Peaking Supply to a Supplier whose MDPQ has been increased pursuant to Section 11.4. If the Company assigns incremental Peaking Supply to a Supplier, the Company shall credit the balance of the Supplier's Peaking Service Account for volumes available through October 31 in accordance with the Peaking Service Rule Curve. The amount credited to the Supplier's Peaking Service Account shall be determined by multiplying the incremental Peaking Supply by the peaking inventory percentage described in Section 14.4.5.
- 14.4.3 On each Assignment Date, the Company shall recall Peaking Supply from a Supplier whose MDPQ has been decreased pursuant to Section 11.7. The Company shall determine the Supplier's total Peaking Supply for recall to be equal to the difference between the cumulative total Peaking Supply assigned to the Supplier as of the previous Assignment Date and the total Peaking Supply that is assignable to the Supplier in accordance with Section 14.4.1 above.
- 14.4.4 If the Company recalls Peaking Supply from a Supplier pursuant to Section 14.4.3, the Company shall debit the balance of the Supplier's Peaking Service Account for volumes available through October 31 in accordance with the Peaking Service Rule Curve. The amount debited from the Supplier's Peaking Service Account shall be determined by multiplying the decremental Peaking Supply by the peaking inventory percentage described in Section 14.4.5.
- 14.4.5 The peaking inventory percentage shall represent the level of Peaking Supply assumed to be available to a Supplier in its Peaking Service Account as of the first Gas Day of the Month following the Assignment Date for incremental and decremental assignments of Peaking Supply. Each September, the Company shall communicate electronically, by facsimile or by other agreeable alternative means the Peaking Inventory Percentages that shall be applied to incremental or decremental Peaking Supply assignments executed on each of the twelve (12) Assignment Dates beginning in October.
- 14.4.6 On each Annual Reassignment Date, the Company shall reset the balance in the Supplier's Peaking Service Account to equal the total Peaking Supply assignable to the Supplier on behalf of Customers enrolled in its Aggregation Pool (as of the first Gas Day of the Month following the Annual Reassignment Date) as determined in accordance with Section 14.4.1 above.

14.5 Nomination of Peaking Service

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- 14.5.1 The Supplier shall nominate with the Company the quantity of Peaking Supply, not in excess of the amount determined pursuant to Section 14.4.2, that the Supplier desires to be provided from its Peaking Service Account for the applicable Gas Day. For an Aggregation Pool of Customers taking daily metered Delivery Service, the notice given by the Supplier to the Company for an applicable Gas Day shall be made in accordance with Section 9.3 of this tariff. For an Aggregation Pool of Customers taking non-daily metered Delivery Service, the notice given by the Supplier to the Company for an applicable Gas Day shall be made in accordance with Section 10.3 of this tariff.
- 14.5.2 In response to a valid Nomination for Peaking Service, the Company shall provide the requested quantity of Gas, which shall be deemed to be delivered by the Company and received by the Company at the Designated Receipt Point(s) of the Supplier's Aggregation Pool, subject to the limitations herein. Nominated quantities shall be included in the determination of receipts at the Designated Receipt Point(s) for the Supplier's Aggregation Pool which factors into the daily balancing provisions set forth in this tariff.
- 14.5.3 The Company may reject a Supplier's Nomination for Peaking Service if the nominated quantity would cause the balance of the Supplier's Peaking Service Account to fall to a level that is 10% or more below the minimum allowable account balance for the Month in which the Nomination is requested, as computed in accordance with the Peaking Service Rule Curve. Under such circumstances, the Company shall require the Supplier to nominate the pipeline and/or storage resources, within the contract entitlements assigned to the Supplier under Section 11, required to maintain the Supplier's Peaking Service Account above the minimum allowable account balance described above. The balance of the Supplier's Peaking Service Account may not in any event fall below zero (0).
- 14.5.4 The Company shall provide Peaking Service supplies to the Supplier only when the volumes in the Peaking Service Account for the Aggregation Pool are greater than zero (0).
- 14.6 Peaking Service Critical Day Provisions
- 14.6.1 In the event that the volumes in a Supplier's Peaking Service Account for an Aggregation Pool are reduced to a level below the minimum allowable account balance as computed in accordance with the Company's Peaking Service Rule Curve, the Company may issue an OFO to such Supplier pursuant to Section 16 of this tariff.
- 14.6.2 In the event that the total volumes of all Peaking Service Accounts within one or more of the Company's Gas Service Areas are reduced to levels below the total minimum allowable account balances as computed in accordance with the Company's Peaking Service Rule Curve, the Company may declare a Critical Day and issue a blanket OFO pursuant to Section 16 of this tariff.
- 14.6.3 If, on a Critical Day, the Company projects, based on the Supplier's Nominations, that the Supplier's scheduled deliveries to the Designated Receipt Point(s) of an Aggregation Pool are less than the maximum feasible volumes for deliveries on the Transporting Pipeline, the Company may issue an OFO to the Supplier in accordance with Section 16 of this tariff.

## 15 DISCONTINUANCE OF SERVICE

- 15.1 The Company shall notify a Customer's Supplier of record that it has initiated any applicable billing and termination procedures as prescribed by the NHPUC. In the event that the Company discontinues Delivery Service to a Customer in accordance with the provisions set forth above, the Company shall provide electronic notification to the Customer's Supplier of record upon final

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billing to the Customer. The Company shall not be liable for any revenue loss to the Supplier as a result of any such disconnection.

## **16 OPERATIONAL FLOW ORDERS AND CRITICAL DAYS**

- 16.1 In the event of a material and significant threat to the operational integrity of the Company's system, the Company may declare a Critical Day.
- 16.2 Circumstances constituting a threat to the operational integrity of the system that may cause the Company to declare a Critical Day shall include, but not be limited to: (1) a failure of the Company's distribution, storage, or production facilities; (2) near-maximum utilization of the Company's distribution, storage, production, and Supply resources; (3) inability to fulfill firm service obligations; and (4) issuance of an OFO or similar notice by upstream transporters.
- 16.3 In the event that the Company has declared a Critical Day, the Company will have the right to issue an Operational Flow Order ("OFO") in which the Company may instruct Suppliers to take such action as conditions require, including, but not limited to, diverting Gas to or from the Company's distribution system, within the contract entitlements, if any, assigned to the Supplier under Section 11 hereof. An OFO may be issued on a pipeline or point-specific basis. An OFO may be issued by the Company as a blanket order to all Suppliers or to an individual Supplier whose actions are determined by the Company to jeopardize system integrity. The Company may issue an OFO to an individual Supplier if the Company faces Gas cost exposure in excess of daily cashout or imbalance penalties as set forth in Sections 9.6, 9.7, 10.6, and 10.7 for any under-deliveries or over-deliveries caused by that Supplier.
- 16.4 The Company will provide the Supplier with as much notice as is reasonably practicable of the issuance and removal of a Critical Day or an OFO; under most circumstances, the Company intends to provide at least twenty-two (22) hours' notice prior to the start of the Gas Day for the issuance of the Critical Day or OFO. Notification of the issuance and removal of a Critical Day or an OFO will be made by means as established in the Supplier Service Agreement. The Supplier will be responsible for coordinating with its Customers any change to the Customer's quantity of Gas Usage. An OFO or Critical Day will remain in effect until its removal by the Company.
- 16.5 All quantities of Gas over-delivered or under-delivered to the Company's system in violation of an OFO will be subject to the Critical Day provisions of Sections 9.6 and 10.6 of this tariff.

## **17 FORCE MAJEURE AND LIMITATION OF LIABILITY**

- 17.1 Neither the Company nor the Supplier will be liable to the other for any act, omission, or circumstance occasioned by or in consequence of any event constituting force majeure, and unless it is otherwise expressly provided herein, the obligations of the Company and the Supplier then existing hereunder will be excused during the period thereof to the extent affected by such event of force majeure, provided that reasonable diligence is exercised to overcome such event. As used herein, force majeure will mean the inability of the Company or the Supplier to fulfill its contractual or regulatory obligations: as a result of compliance by either party with an order, regulation, law, code, or operating standard imposed by a governmental authority; by reason of any act of God or public enemy; by reason of storm, flood, fire, earthquake, explosion, civil disturbance, labor dispute, or breakage or accident to machinery or pipeline (which breakage or accident is not the result of the negligence or misconduct of the party claiming force majeure); by reason of any declaration of force majeure by upstream Transporting Pipelines; or by reason of any other cause, whether the kind enumerated herein or otherwise, not within the control of the party claiming force majeure and which by the exercise of reasonable diligence such party is unable to prevent or overcome. Notwithstanding the foregoing, the Customer's and the Supplier's obligation to make

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any payments required under this tariff will in no case be excused by an event of force majeure. Nor will a failure to settle or prevent any labor dispute or other controversy with employees or with anyone purporting or seeking to represent employees be considered to be a matter within the control of the party claiming excuse. The party claiming force majeure will, on request, provide the other party with a written explanation thereof and of the remedy being undertaken.

- 17.2 The Company shall be liable only for direct damages resulting from the Company's conduct of business when the Company, its employees, or agents have acted in a negligent or intentionally wrongful manner. In no event shall the Company be liable to any party for any indirect, consequential, or special damages, whether arising in tort, contract, or otherwise, by reason of any services performed, or undertaken to be performed, or actions taken by the Company, or its agents or employees, under this tariff or in accordance with or required by law, including, without limitation, termination of the Customer's service.
- 17.3 If the Company is unable to render firm Delivery Service to the Customer taking such service as contemplated by this tariff as a result of force majeure and such inability continues for a period of thirty (30) Gas Days, the Customer may provide written notice to the Company of its desire to terminate Delivery Service at the expiration of thirty (30) Gas Days from the Company's receipt of such notice, but no sooner than sixty (60) Gas Days following the outset of the force majeure. If the Company has not restored Delivery Service to the Customer at the end of such notice period, the Customer's Delivery Service will terminate and both parties will be released from further performance hereunder, except for obligations to pay sums due and owing as of the date of termination.
- 17.4 The Company and the Supplier shall indemnify and hold the other and their respective affiliates, and the directors, officers, employees, and agents of each of them (collectively, "affiliates") harmless from and against any and all damages, costs (including attorney's 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 either party in connection with the performance of the indemnifying party's obligations under this tariff. The Company and the 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 this tariff.

## 18 CURTAILMENT

- 18.1 Whenever the integrity of the Company's system or the Supply of the Company's Customers taking Sales Service or Delivery Service is believed to be threatened by conditions on its system or upon the systems with which it is directly or indirectly interconnected, the Company may, in its sole reasonable judgment, curtail or interrupt Gas service or reduce pressure as set out in Section 18, Supply and Capacity Shortage Allocation Policy of this tariff. Such action shall not be construed to constitute a default nor shall the Company be liable therefor in any respect. The Company will use efforts reasonable under the circumstances to overcome the cause of such curtailment, interruption, or reduction and to resume full performance.
- 18.2 The Company shall communicate notice of curtailment as soon as practicable to the Suppliers of affected Customers by means as specified in the Supplier Service Agreement.
- 18.3 The Company shall take reasonable care in providing regular and uninterrupted service to its firm Customers, but whenever the Company deems that the situation warrants any interruption or limitation in the service to be rendered, such interruption or limitation shall not constitute a breach of the contract and shall not render the Company liable for any damages suffered thereby by any person, or excuse the Customer from further fulfillment of the contract.

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- 18.4 In any case where the Company determines in its judgment that a curtailment or interruption of firm services is necessary, the Company will curtail and/or interrupt firm Delivery Service and Sales Service Customers on a nondiscriminatory basis.

## 19 TAXES

- 19.1 In the event a tax of any kind is imposed or removed by any governmental authority on the distribution of Gas or on the gross revenues derived from the distribution of Gas at retail (exclusive, however, of taxes based on the Company's net income), the rate for service herein stated will be adjusted to reflect said tax. Similarly, the effective rate for service hereunder will be adjusted to reflect any refund of imposition of any surcharges or penalties applicable to service hereunder which are imposed or authorized by any governmental or regulatory authorities.
- 19.2 The Customer will be responsible for all taxes or assessments that may now or hereafter be levied with respect to the Gas or the handling or subsequent disposition thereof after its delivery to the Delivery Point. However, if the Company is required by law to collect and/or remit such taxes, the Customer will reimburse the Company for all amounts so paid. If the Customer claims exemption from any such taxes, the Customer will provide the Company in writing its tax exemption number and other appropriate documentation. If the Company collected any taxes or assessments from the Customer and is later informed by the Customer that the Customer is exempt from such taxes, it shall be the Customer's responsibility to obtain any refund from the appropriate governmental taxing agency.
- 19.3 The Supplier will be responsible for all production, severance, ad valorem, or similar taxes levied on the production or transportation of the Gas before its delivery to the Designated Receipt Point. The Supplier will also be responsible for sales taxes imposed on Gas delivered for the Customer's account. However, if the Company is required by law to remit such taxes to the collecting authority, it will do so and invoice the Supplier for such taxes paid on the Supplier's behalf.

## 20 SUPPLIER TERMS AND CONDITIONS

### 20.1 Applicability

The following terms and conditions shall apply to every Supplier providing Supplier Service in the State of New Hampshire, to every Customer doing business with said Suppliers, and to Customers acting as their own Supplier.

### 20.2 Obligations of Parties

#### 20.2.1 Customer

Unless otherwise agreed to by the Company and the Customer, a Customer shall select one Supplier for each account at any given time. A Customer electing Supplier Service must provide the selected Supplier with its applicable Authorization Number. A Customer may choose only a Supplier who meets the terms described in Sections 20.2.3 and 20.3 below and who meets any applicable registration requirements established by law or regulation.

#### 20.2.2 Company

The Company shall deliver Customer purchased Gas from the Designated Receipt Point to the Delivery Point in accordance with the service selected by the Customer pursuant to this tariff and, among other things, shall:

- (a) Provide Customer service and support, including call center functions, for services provided by the Company under this tariff;

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- (b) Respond to service interruptions, reported Gas leaks, and to other Customer safety calls;
- (c) Handle connections, curtailments, and terminations for services provided by the Company under this tariff;
- (d) Read meters;
- (e) Submit bills to Customers for Delivery Service and if contracted by the Supplier, for Supplier Service in accordance with Section 12.2.1.
- (f) Address billing inquiries for Delivery Service;
- (g) Answer general questions about Delivery Service;
- (h) Provide to Suppliers, on request, the data format and procedures for electronic information transfers and funds transfers;
- (i) Arrange for or provide Sales Service to the Customer at the request of the Customer in accordance with the Company's tariff; and
- (j) Provide information regarding, at a minimum, rate tariffs, billing cycles, Capacity assignment methods, and Consumption Algorithms.

#### 20.2.3 Supplier

The Supplier shall act on behalf of the Customer to acquire Supplies and to deliver them to the Designated Receipt Point pursuant to the service selected by the Customer and the requirements of this tariff.

The Supplier is responsible for enrolling Customers pursuant to Section 20.5 of this tariff.

The Supplier must request, complete and sign a Supplier Service Agreement to act as a Supplier on the Company's system, satisfy the Supplier requirements and practices as set forth in Section 20.3 of this tariff, be and remain an approved shipper on the upstream pipelines and underground storage facilities on which the Company will assign Capacity, if any, under Section 11, and be and remain eligible to provide service to Customers in New Hampshire.

The Supplier is responsible for completing all transactions with the Company and for all applicable charges associated with Customer enrollment and changes in the Customer's service as set forth in Section 20.5 and Attachment B.

#### 20.3 Supplier Requirements and Practices

20.3.1 The Company shall have the right to establish reasonable financial and non-discriminatory credit standards for qualifying Suppliers. Accordingly, in order to serve Customers on the Company's system, the Supplier shall provide the Company, on a confidential basis, with audited balance sheet and other financial statements, such as annual reports to shareholders and 10-K reports, for the previous three (3) years, as well as two (2) trade and two (2) banking references. To the extent that such annual reports to shareholders are not publicly available, the Supplier shall provide the Company with a comparable list of all corporate affiliates, parent companies, and subsidiaries. The Supplier shall also provide its most recent reports from credit reporting and bond rating agencies. The Supplier shall be subject to a credit investigation by the Company. The Company shall review the Supplier's financial position periodically.

20.3.2 The Supplier shall also confirm in the Supplier Service Agreement that:

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- (a) The Supplier is not operating under any chapter of bankruptcy laws and is not subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any information creditors' committee agreement.
- (b) The Supplier is not aware of any change in business conditions which would cause a substantial deterioration in its financial conditions, a condition of insolvency, or the inability to exist as an ongoing business entity.
- (c) The Supplier has no delinquent balances outstanding for services previously provided by the Company, and the Supplier has paid its account according to the established terms and not made deductions or withheld payment for claims not authorized by contract.
- (d) No significant collection lawsuits or judgments are outstanding which would materially affect the Supplier's ability to remain solvent as a business entity.
- (e) The Supplier's New Hampshire business advertising and marketing materials conform to all applicable state and federal laws and regulations.

20.3.3 In the event the Supplier has not demonstrated to the Company's satisfaction that it has met the Company's credit evaluation standards, the Company shall require the Supplier to provide one of the following at the Maximum Financial Liability as calculated below:

- (a) Advance deposit;
- (b) Letter of credit;
- (c) Surety bond; or
- (d) Financial guaranty from a parent company that meets the creditworthiness criteria.

The Company shall base the Supplier's maximum financial liability as two (2) times the highest month's aggregated Gas Usage of all Customers currently served by the Supplier at the highest Monthly Index in the preceding twenty-four (24) Months. This amount may be updated continuously, and at minimum, whenever the aggregated Gas Usage of all Customers served by the Supplier changes by more than 25%. The Supplier agrees that the Company has the right to access and apply the deposit, letter of credit, or bond to any payment of any outstanding claims that the Company may have against the Supplier, including imbalance charges, cash-out charges, pipeline penalty charges, and other amounts owed to the Company, or to secure additional Gas supplies, including payment of the costs of the Gas supplies themselves, the cost of transportation storage, and other related costs incurred in bringing those Gas supplies into the Company's system. The Supplier shall continue its obligation to maintain its financial security instrument until it has satisfied all of its outstanding claims with the Company. The Supplier's financial security as established above must be in place no later than five (5) Business Days prior to the first day of each calendar month in order for the Supplier to maintain its eligibility to provide service to Customers.

20.3.4 The Supplier shall warrant that it has or will have entered into the necessary arrangements for the purchase of Supplies which it desires the Company to transport to its Customers, and that it has or will have entered into the necessary upstream transportation arrangements for the delivery of these Gas supplies to the Designated Receipt Point.

20.3.5 The Supplier shall warrant to the Company that it has good title to or lawful possession of all Gas delivered to the Company at the Designated Receipt Point on behalf of the Supplier

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or the Supplier's Customers. The Supplier shall indemnify the Company and hold it harmless from all suits, actions, debts, accounts, damages, costs, losses, taxes, and expenses arising from or out of any adverse legal claims of third parties to or against said Gas.

- 20.3.6 The Supplier shall be responsible for making all necessary arrangements and securing all required regulatory or governmental approvals, certificates, or permits to enable Gas to be delivered to the Company's system.
- 20.3.7 By agreeing to provide service under this tariff, the Supplier acknowledges that adherence to any applicable law regarding unfair trade practices, truth in advertising law, or law of similar import is required. Any Supplier found by a court of competent jurisdiction to have willfully or repeatedly violated the New Hampshire Consumer Protection Act, N.H.R.S.A. Ch. 358-A; the Federal Trade Commission Telemarketing Sales Rules, 16 C.F.R. Part 310; or the regulations promulgated pursuant to the Federal Trade Commission Act, 15 U.S.C. § 45 (a) (1), may be suspended or disqualified from acting as a Supplier on the Company's system.
- 20.3.8 If the Supplier fails to comply with or perform any of the obligations on its part established in this tariff or in the Supplier Service Agreement (e.g., failure to deliver Gas or late payment of bills rendered or failure to execute a capacity assignment), the Company maintains the right to terminate the Supplier's eligibility to act as a Supplier on the Company's system. Written notice of such an intent to terminate the Supplier's eligibility shall be given to the Supplier, its Customers, and the NHPUC. Notification to the Supplier shall be via Registered U.S. Mail - Return Receipt Requested or other means of documented delivery. Upon issuance of such written notice, the Company shall have the right to terminate the Supplier's eligibility to act as a Supplier on the Company's system at the expiration of ten (10) Gas Days after the giving of such notice, unless within such ten (10) Gas Day period the Supplier shall remedy to the full satisfaction of the Company such failure. Termination of such Supplier eligibility for any such cause shall be a cumulative remedy as to the Company, and shall not release the Supplier from its obligation to make payment of any amount or amounts due or to become due from the Supplier to the Company under the Company's applicable tariffs. Customers whose Supplier's deliveries have been terminated will be placed on Sales Service pursuant Section 13 of this tariff.
- 20.4 Access to Usage History and Current Billing Information
- The Supplier shall be responsible for obtaining the necessary Authorization Number from each Customer prior to requesting the Company to release the Company's historic usage information specific to that Customer to such Supplier.
- The Company shall be required to provide the most recent twelve (12) months of a Customer's historic usage data to a Supplier, provided that the Supplier has received the appropriate authorization as set forth above.
- 20.5 Enrollment, Cancellation, and Termination of Supplier Service
- 20.5.1 The Supplier shall be responsible for obtaining the necessary Authorization Number from each Customer prior to initiating Supplier Service to the Customer.
- 20.5.2 The Supplier must provide the Company with the following minimum information in the Company's predetermined format prior to the commencement or termination of service by the Supplier pursuant to Section 20.5 of this tariff:
- (a) The Customer's name and current Authorization Number;

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- (b) The name of the Supplier;
- (c) The Customer's billing option (for commencement of service);
- (d) The type of change in Supplier Service (e.g., commencement of service, termination of service, or cancellation of service due to the rescission of an agreement with the Supplier by the Customer); and
- (e) Any additional information reasonably required by the Company.

The Company shall determine whether each Customer's enrollment request as provided by a Supplier is complete and accurate, and matches the Customer's account record. In the event that the enrollment request is incomplete, inaccurate, or does not match the Customer's account record, then the Company will notify the Supplier so that the Supplier can resolve any discrepancies.

- 20.5.3 A change in Supplier Service will normally be made on a monthly metering and billing cycle basis, with changes taking effect on the date of the Customer's next scheduled meter read. Enrollment forms must be transmitted no less than ten (10) Business Days prior to the Customer's next scheduled meter read. If more than one Supplier submits a Supplier Service transaction for a given Customer during the monthly billing cycle, the first completed transaction that is received during the cycle shall be accepted. All other transactions shall be rejected. Rejected transactions may be resubmitted after the Customer's next scheduled meter read.
- 20.5.4 If the Supplier submits information to the Company to terminate Supplier Service to a Customer less than ten (10) Gas Days before the next scheduled meter read, Supplier Service shall be terminated on the date of the Customer's subsequent scheduled meter read. The Company shall confirm the termination date for Supplier Service.
- 20.5.5 In those instances when a Customer who is receiving Supplier Service from an existing Supplier initiates such service with a new Supplier, the Company shall send the date for the Customer's change in Supplier Service to the existing Supplier. To terminate Supplier Service with a Supplier and to initiate Sales Service, a Customer shall so inform the Company and the Supplier. Supplier Service shall be terminated on the date of the Customer's next scheduled meter read provided that the Company receives notice of such termination no less than ten (10) days in advance of the next scheduled meter read. Where such notice is received by the Company in less than ten (10) days in advance of the next scheduled read, the termination shall be effective as of the date of the following scheduled read. The Company shall send the Customer's termination date for Supplier Service to the Supplier.
- 20.5.6 A Customer who moves within the Company's service territory shall have the opportunity to notify its existing Supplier that it seeks to continue Supplier Service with said Supplier. Upon such notification, the Supplier may enroll the Customer pursuant to the provisions set forth in this Section in order to initiate Supplier Service for the Customer at the new location. The Company shall make the necessary adjustments to the Supplier's affected Aggregation Pools, including but not limited to, changes to Designated Receipt Points, and quantities of Capacity for assignment, if any, pursuant to this tariff and the Supplier's Service Agreement with the Company. In the event that the existing Supplier does not enroll the Customer for Supplier Service at the new location, the Company shall arrange for or provide Sales Service to the Customer.
- 20.5.7 In those instances when a new Customer moves to the Company's service territory, the Customer's Supplier must enroll the Customer pursuant to the provisions set forth in this

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Section in order to initiate Supplier Service for the Customer. Otherwise, the Customer shall receive Sales Service in accordance with Section 13.

- 20.5.8 The Company may charge fees to the Supplier for processing the transactions described in this Section, as approved by the NHPUC. These fees are included in Attachment D.
- 20.6 Aggregation Pools
- 20.6.1 The aggregation of Customer accounts into an Aggregation Pool is limited by the Delivery Service of the respective Customers. Non-daily metered Customers subscribing to Delivery Service under Rate Schedules G-41, G-42, G-51 and G-52 must be aggregated in a separate pool from Customers subscribing to daily metered service under Rate Schedules G-43, G-53, and G-54.
- 20.6.2 Non-daily metered Customers taking Delivery Service pursuant to Section 10 of this tariff shall be combined by a Supplier into a single Aggregation Pool within each of the Company's designated Gas Service Areas.
- 20.6.3 Daily metered Customers taking Delivery Service pursuant to Section 9 of this tariff shall be combined by a Supplier into a single Aggregation Pool within each of the Company's designated Gas Service Areas.
- 20.6.4 A separate Supplier account will be established for each Supplier Aggregation Pool.
- 20.6.5 The election of any service from the Company by the Supplier shall apply to the entire Aggregation Pool and not just an individual customer in the Aggregation Pool.
- 20.6.6 The Company may charge a monthly fee to the Supplier for each Aggregation Pool pursuant to Attachment B.
- 20.7 Imbalance Trading
- 20.7.1 Prior to the imposition of imbalance charges, the Supplier may engage in trading daily and monthly imbalances for the previous Month, provided that daily imbalance trades are communicated to the Company within three (3) Business Days upon the Company's provision of information on Supplier imbalances for said Month.
- 20.7.2 The Company will make available a list of Suppliers by Gas Service Area making deliveries during the previous Month.
- 20.7.3 Aggregation Pools affected by the transaction must be located within the same Gas Service Area as defined in Section 4, unless waived by the Company.
- 20.7.4 Daily imbalance trades must be point-specific on those Gas Days when the Transporting Pipeline required the Company to balance on a point-specific basis.
- 20.8 Billing and Payment
- 20.8.1 By the tenth (10th) Business Day of the calendar month, the Company shall render to the Supplier a statement of the quantities delivered and amounts owed by the Supplier for the prior Month. The Company will provide Suppliers with their Customers' consumption data based on estimated or actual meter readings at the appropriate cycle read dates for each Customer in the Aggregation Pool pursuant to Section 12 of this tariff. This data will be provided on a rolling basis as readings or estimates are made.
- 20.8.2 Calculation of the charges applicable to the Aggregation Pool will be based on aggregated Gas Usage and other such indicators of all Customers in the Aggregation Pool. Billing for

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charges applicable to an Aggregation Pool, including but not limited to imbalance charges, credits or penalties, shall be billed to the Supplier on a calendar month basis.

- 20.8.3 The Supplier shall have ten (10) Business Days from the date of such statement to render payment to the Company. The Supplier shall render payment by means of electronic funds transfer to the Company. The late payment rate will apply to all amounts outstanding after ten (10) days.
- 20.8.4 If the correctness of the Company's bill to the Supplier is questioned or disputed by the Supplier, an explanation should be promptly requested from the Company. If the bill is determined to be incorrect, the Company shall issue a corrected bill. In the event that the Supplier and the Company fail to agree on the amount of the bill, the Supplier may file a complaint with the Commission to resolve such complaint.

## **21 CUSTOMER DESIGNATED REPRESENTATIVE**

- 21.1 The Customer may appoint a Designated Representative to satisfy or undertake the Customer's duties and obligations; including, but not limited to submitting and/or receiving notices, making nominations, arranging for trades of imbalances, and performing operational and administrative tasks; provided, however, that under no circumstances will the appointment of a Designated Representative relieve the Customer of the responsibility to make full and timely payment to the Company for all Delivery Service provided under this tariff.
- 21.2 A request by a Designated Representative to the Company that contains the Customer's Authorization Number will be deemed to be confirmation that the Customer has designated such person or entity as a Designated Representative. A Customer may appoint only one (1) Designated Representative per account.
- 21.3 Under any agency established hereunder, the Company shall rely upon information concerning the applicable Customer's Delivery Service that is provided by the Designated Representative. All such information shall be deemed to have been provided by the Customer. Similarly, any notice or other information provided by the Company to the Designated Representative concerning the provision of Delivery Service to such Customer shall be deemed to have been provided to the Customer. The Customer shall rely upon any information concerning Delivery Service that is provided to the Designated Representative as if that information had been provided directly to the Customer.
- 21.4 The Customer shall agree to indemnify the Company and hold it harmless from any liability (including reasonable legal fees and expenses) that the Company incurs as a result of the Designated Representative's negligence or willful misconduct in its performance of agency functions on the Customer's behalf.

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Neil Proudman  
TITLE: President

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#### **IV. ATTACHMENTS**

##### **1 ATTACHMENT A Supplier Service Agreement**

###### **GAS SUPPLIER SERVICE AGREEMENT**

This Agreement made this [day] day of [month], 20[xx], between Liberty Utilities (EnergyNorth Natural Gas) Corp. d/b/a Liberty Utilities, a New Hampshire Corporation with a principal place of business at 15 Buttrick Road, Londonderry, NH 03053 (the "Company") and [name of supplier], a [state] company with a principal place of business at [address] ("Supplier"). The Company and the Supplier is also individually referred to herein as a "Party" or collectively as the "Parties."

###### **BASIC UNDERSTANDINGS**

Whereas, the Company operates as a natural gas local distribution company and provides firm transportation of third-party gas on its distribution system; and

Whereas, the Company's Tariff (the "Tariff") on file with, and approved by, the New Hampshire Public Utilities Commission (the "NHPUC") permits delivery service customers to assign their rights of nominating and scheduling delivery of gas for transportation on the Company's system to a third-party natural gas supplier; and

Whereas, Supplier seeks to nominate and schedule delivery of gas for distribution on the Company's system on behalf of one or more customers taking delivery service from the Company; and

Whereas, the Company's Tariff, Part III, Section 20.2.3, requires Supplier to enter into this Supplier Service Agreement (the "Agreement") with the Company prior to the initiation of Supplier Service, as defined therein; and

Now therefore, the Parties hereto, each in consideration of the agreement of the other, do hereby agree as follows:

###### **I. SCOPE AND APPLICATION**

1.0 This Agreement shall be subject to the Company's Tariff as on file with the NHPUC and in effect from time to time. The Company's Tariff and applicable Rate Schedules are hereby incorporated by reference as though directly set forth herein. In the event the terms of this Agreement conflict with the Company's Tariff, the Tariff shall control.

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- 1.1 This Agreement is intended for use between the Company and natural gas suppliers providing service to customers on the Company's distribution system, and may not be waived, altered, amended, or modified, except as provided herein.
- 1.2 Exhibits A and B, attached hereto and incorporated herein by reference, include additional terms that are a part of this Agreement.

## II. DEFINITIONS

- 2.0 Any capitalized terms used in this Agreement and not defined herein shall be as defined in the Tariff or as stated in the NHPUC's regulations.

## III. TERM

- 3.0 This Agreement shall become effective on the date hereof (the "Effective Date") and shall continue in full force and effect from month to month unless terminated by either Party by written notice given no less than thirty (30) days prior to the desired termination date, or unless otherwise agreed by the Parties. Notwithstanding the foregoing, the Parties agree to abide by all terms of this Agreement until any transactions that are outstanding at the time of termination are completed, including, but not limited to, the payment by Supplier to the Company of any and all outstanding balances.
- 3.1 Notwithstanding anything to the contrary elsewhere in this Agreement or in the Company's Tariff, any Party, by written notice to the other Party (the "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; (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 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 Tariff and has not cured such breach within fifteen (15) days after receipt of a written notice from the other Party specifying the nature of such.

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- 3.2 Consistent with the provisions of Part III, Section 20.3.8 of the Company's Tariff, the Company also maintains the right to terminate the Supplier's eligibility to act as a Supplier on the Company's system in the event that Supplier fails to comply with or perform any of the obligations on its part established in the Tariff or in this Agreement, including but not limited to, failure to deliver gas or to make payment of amounts due to the Company.
- 3.3 Notwithstanding the Effective Date, Supplier acknowledges and agrees that the Company is obligated to provide services pursuant to this Agreement only upon full satisfaction, or the Company's express written waiver, of the Conditions Precedent set forth in Article IV of this Agreement.
- 3.4 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.
- 3.5 The enumeration of the foregoing remedies shall not be deemed a waiver of any other remedies to which either Party is legally entitled.

#### IV. CONDITIONS PRECEDENT

- 4.0 The following requirements shall be conditions precedent to the Company's obligations hereunder:
- (a) Supplier shall provide the Company with all information requested in Exhibits A and B attached hereto and incorporated herein;
  - (b) Pursuant to Part III, Section 20.3.1 of the Company's Tariff, the Company shall confirm the Supplier's creditworthiness. In the event that Supplier has not demonstrated to the Company's satisfaction that it has met the Company's credit evaluation standards, the Company will identify such deficiencies to the Supplier, and the Supplier shall provide financial assurances as required by the Company consistent with the provisions of Part III, Section 20.3.3;
  - (c) Pursuant to Part III, Section 20.2.3 of the Company's Tariff, Supplier shall register with the NHPUC and provide evidence of such to the Company on an annual basis;

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- (d) Pursuant to Part III, Section 20.2.3 of the Company's Tariff, Supplier shall demonstrate to the Company that it is an approved shipper on the upstream pipelines and underground storage facilities on which the Company will assign capacity;
- (e) Pursuant to Part III, Section 12.2.1 of the Company's Tariff, where Supplier elects to utilize the Standard Complete Billing Services from the Company, Supplier shall furnish to the Company a complete schedule of its relevant rates and rate pricing options for Supplier Service in written form or in an electronic format reasonably acceptable to the 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.
- (f) Prior to Customer Enrollment, Supplier shall successfully complete testing of the business-transaction communication protocols established by the Company, which may include communication by fax or telephone, electronic transactions as specified by the Company, or any other applicable communication requirements set forth by the Company.

V. SUPPLIER CERTIFICATION

- 5.0 In addition to the requirements listed in Section IV of this Agreement, and pursuant to Part III, Section 20.3.2 of the Company's Tariff, the Supplier hereby affirms the following:
- (a) Supplier is not operating under any chapter of bankruptcy laws and is not subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any information creditors' committee agreement.
  - (b) Supplier is not aware of any change in business conditions that would cause a substantial deterioration in its financial conditions, a condition of insolvency, or the inability to exist as an ongoing business entity.
  - (c) Supplier has no delinquent balances outstanding for services previously provided by the Company, and Supplier has paid its account according to the established

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terms and not made deductions or withheld payment for claims not authorized by contract.

- (d) No significant collection lawsuits or judgments are outstanding that would materially affect Supplier's ability to remain solvent as a business entity.
  - (e) Supplier's New Hampshire business advertising and marketing materials conform to all applicable New Hampshire state and federal laws and regulations.
- 5.1 Supplier shall promptly notify Company of any material change in its financial condition as it relates to Supplier's creditworthiness or solvency as a business enterprise.
- 5.2 In the event that the NHPUC enacts regulations whereby Supplier must register with the NHPUC, Supplier shall notify Company within twenty-four (24) hours in writing in the event that its registration as a Competitive Supplier is acted upon by the NHPUC in such a way that it materially affects Supplier's performance under this Agreement, including but not limited to suspension, revocation, modification, or non-renewal. Consistent with Part III, Section 20.3.8 of the Company's Tariff, revocation or non-renewal of Supplier's registration shall be grounds for immediate termination of this Agreement by Company.

#### VI. NOMINATIONS AND SCHEDULING

- 6.0 The Company and Supplier, pursuant to the Company's Tariff on file with the NHPUC and the terms of this Agreement, agree to exchange and act on information regarding the nomination and scheduling of gas for transportation on behalf of Supplier's customers.
- 6.1 Supplier acknowledges and agrees that its transportation rights under this Agreement are solely those that have been assigned to it by the Customer pursuant to the Company's Tariff. Supplier further agrees that the Company shall have no obligation to honor any nomination or scheduling request from Supplier that, in the Company's sole judgment, exceeds the scope of Supplier's assigned rights or where such nominations or requests could be reasonably refused, directly or indirectly, based on the terms of this Agreement or the Company's Tariff.
- 6.2 Pursuant to Part III, Sections 9.3.2 and 10.3.3 of the Company's Tariff, nominations will be communicated to the Company in accordance with the terms of this Agreement as set forth in Exhibit A.

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- 6.3 In the event of a discrepancy between the volume nominated to the Company by Supplier and the volume confirmed by the Company, the discrepancy shall be allocated between and among Supplier's Aggregation Pools and/or Customers in accordance with the Pre-Determined Allocation Method set forth in Exhibit B, attached hereto. In the event that the Supplier has not provided the Company with a Pre-Determined Allocation Method, the discrepancy will be allocated consistent with the provisions of the Company's Tariff.

#### VII. CAPACITY ASSIGNMENTS

- 7.0 The Supplier's Maximum Daily Peaking Quantity ("MDPQ") may be modified during the calendar year in accordance with the provisions of Part III, Sections 11.0 and 14.0 of the Company's Tariff. Company will notify Supplier prior to the effective date of such changes.
- 7.1 Pursuant to Part III, Section 11.9.2 of the Company's Tariff, the quantity of each Company Managed Supply assigned to Supplier may be modified during the calendar year in accordance with Part III, Sections 11.4 and 11.8 of the Company's Tariff. Company will notify Supplier prior to the effective date of such changes.
- 7.2 In accordance with Part III, Sections 11.0 and 14.0 of the Company's Tariff, the quantity of Capacity assigned to Supplier may be modified during the calendar year. In addition, the Company shall have the right to adjust a Customer's total capacity quantity ("TCQ") if the Company determines that the TCQ calculation is in error or is otherwise not calculated in accordance with the provisions of Part III, Sections 11.3.2.
- 7.3 Pursuant to Part III, Section 11.10.2 of the Company's Tariff, Supplier shall provide notice to the Company of its designation of contracts to be managed by the Company for cost mitigation purposes by the means set forth in Exhibit 8.0.

#### VIII. LEFT BLANK INTENTIONALLY (RESERVED FOR FUTURE USE)

#### IX. BILLING AND PAYMENT

- 9.0 Bills, fees and charges for services provided by the Company, including, but not limited to, monthly cashouts, monthly imbalance charges, daily imbalance charges, and any other applicable charges set forth in the Tariff or in this Agreement, shall be

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rendered to Supplier on a monthly basis and shall be due upon receipt of said bill, unless otherwise specified in Exhibit A.

In addition to any other right or remedy available to the Company, Supplier's failure to make payment within ten (10) days of the posting date on the bill shall result in the addition of interest on any unpaid balance calculated at the maximum monthly rate allowable by the Company's Tariff. Interest shall accrue commencing from the date said bill was posted. The posting date is the date the bill is transmitted to Supplier. The bill may also be transmitted electronically if agreed to between the Parties in Exhibit A.

- 9.1 The Company shall have the right to deduct any amounts owed by Supplier to the Company for such services, which are thirty (30) days or more past due, from any amounts collected in the normal course of business by the Company on the Supplier's behalf. Amounts subject to a good faith dispute will not be subject to deduction.
- 9.2 The Parties agree to cooperate and provide each other with necessary documentation relating to any transactions resulting hereunder, including but not limited to, applicable sales or other tax exemptions. The Parties agree that Supplier's failure to comply with the provisions of this Article IX shall constitute default of payment under the Tariff and expose Supplier to liability thereunder as well as under this Agreement.
- 9.3 Consistent with the provisions of Part III, Sections 20.3.1 and 20.3.3 of the Company's Tariff, Supplier shall satisfy the creditworthiness standards established by the Company. In the event the Supplier has not demonstrated satisfaction of the Company's creditworthiness standards, the Supplier shall provide, upon ten (10) days written notice from the Company, financial assurance in the form of an advance deposit, letter of credit, surety bond or financial guaranty from a parent company, as reasonably determined by the Company. The amount of any such financial assurance required by the Company shall be calculated in accordance with the provisions of Part III, Section 20.3.3 of the Company's Tariff. The Company shall review Supplier's satisfaction of the Company's creditworthiness standards every twelve (12) months during the term of this Agreement giving consideration to Supplier's payment history

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in the preceding twelve-month period. Upon the request of Supplier, the Company shall exercise its sole reasonable discretion to determine whether a change in the form of financial assurance is warranted. In the event that the Company requires financial assurances in the form of a deposit, such deposits shall accrue interest in accordance with the Company's Tariff. Such deposit shall be returned to Supplier within thirty (30) days of the expiration or termination of this Agreement, provided that Supplier is not in default under this Agreement. The Company may deduct from the deposit any amount payable to the Company by Supplier under this Agreement, which has not been paid by the Supplier when due, unless such non-payment relates to a documented billing dispute between Supplier and the Company. Such deduction may be taken by the Company without notice or demand of any kind and the Company may, in its sole discretion, apply such deposit against any amount then due and payable. In the event that Company applies all or any portion of such deposit, Supplier shall deposit such sums as are necessary to replenish the security deposit to its maximum amount, within ten (10) days' notice of such deduction and application.

#### X. REPRESENTATIONS

- I0.0 Each Party represents that it is and shall remain in compliance with all applicable laws, tariffs, and NHPUC regulations during the term of this Agreement.
- 10.1 Each person executing this Agreement for the respective Parties represents and warrants that he or she has authority to bind that Party.
- 10.2 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.
- 10.3 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.

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Neil Proudman  
TITLE: President

XI. NONDISCLOSURE

- 11.0 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.
- 11.1 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 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 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.
- 11.2 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.

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Neil Proudman  
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- 11.3 No provision of this Agreement shall prohibit the Company from communicating to its Customers and prospective customers, information regarding Supplier's eligibility to conduct business on the Company's distribution system. In addition, obligations under this Article XI shall survive the termination or expiration of this Agreement.

**XII. LIABILITY AND INDEMNIFICATION**

- 12.0 The Parties acknowledge and agree that the Force Majeure provisions set forth in Part III, Section 17 of the Company's Tariff are incorporated by reference as if set forth herein.
- 12.1 The Parties acknowledge and agree that the liability and indemnification provisions in Part III, Section 17 of the Company's Tariff are incorporated by reference as if set forth herein.
- 12.2 For purposes of such liability and indemnification, however, the Parties acknowledge and agree that nothing in such Tariff prohibits one Party from impleading the other Party as a third-party defendant, whether or not one or both Parties are named as defendants in the initial claim of a third party. The third-party claim shall be stayed pending resolution of any dispute regarding liability and indemnification under this Agreement. Such resolution shall be final and binding upon the Parties only after agreement between the Parties or after entry of a final judgment, after any further appeals of a court of competent jurisdiction to which any appeal may have been taken from the determination of the arbitrator(s).
- 12.3 The Parties acknowledge and agree that for purposes of Part III, Section 17 the Company's Tariff, a Party seeking recovery from the other Party in connection with the performance of its obligations of the Tariff shall not be entitled to recovery where its own negligent acts or omissions contribute to or cause such damages, costs, fines, penalties or liabilities.
- 12.4 The Parties expressly acknowledge and agree that the dispute resolution provision in Article XIII of this Agreement shall apply to any and all disputes arising under this Article, including, without limitation, those disputes that arise as a result of either of

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the Parties being named as a defendant in the primary action or being named as a third-party defendant by a defendant in the primary action.

- 12.5 Notwithstanding anything in this Agreement or the Tariff to the contrary, in no event shall any Party hereto be liable to any other Party hereto for indirect, consequential, punitive, special, or exemplary damages under any theory of law that is now or may in the future be in effect, including without limitation: contract, tort, N.H.R.S.A. Ch. 358-A, strict liability, or negligence.
- 12.6 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.
- 12.7 Supplier further agrees that it shall indemnify, defend and hold harmless the Company with respect to any claim, suit, damages or costs of any kind arising from any action or inaction of the Company in reliance upon the nominations, scheduling instructions or other communications from Supplier. The Parties agree that reliance on such instructions and communications shall be deemed reasonable and shall not constitute negligence.
- 12.8 The provisions of this Article XII shall survive the termination of this Agreement.

### XIII. DISPUTE RESOLUTION

- 13.0 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. If the Parties fail to resolve the dispute within thirty (30) days, they may mutually agree to pursue mediation or arbitration to resolve such issues.
- 13.1 The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of New Hampshire, without regard to the doctrines governing choice of law. All disputes arising hereunder shall be brought either before the NHPUC or the state courts of the State of New Hampshire.

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TITLE: President



**XIV. COMMUNICATIONS**

- 14.0 Except as otherwise provided herein, any notices given under this Agreement shall be in writing and shall be delivered to the Company as set forth in Exhibit A, by hand or sent by (a) certified mail, return receipt requested, first class postage prepaid, (b) telecopy, or (c) a nationally recognized courier service. Notices and other communications to Supplier shall also be addressed as shown on Exhibit A. Notices given hereunder shall be deemed to have been given upon receipt or any refusal to accept; telecopied notices shall be deemed to have been given upon confirmation of their receipt.
- 14.1 All communications required by the Company's Tariff shall be made in accordance with the schedule listed in Exhibit A. Information on active Company fax numbers and e-mail addresses shall be posted on the Company's Internet Website at [http://www.libertyutilities.com/east/gas/business\\_partners/index.html](http://www.libertyutilities.com/east/gas/business_partners/index.html)

**XV. ENFORCEABILITY**

- 15.0 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.
- 15.1 No waiver by any Party of any one or more defaults by the other Party in the performance of any provision of this Agreement shall operate or be construed as a waiver of any other present or future default, whether of a like or different character. No delay by either Party in enforcing any of its rights hereunder shall be deemed a waiver of such rights.

**XVI. ASSIGNMENT AND DELEGATION**

- 16.0 Any entity that shall succeed by purchase, merger or consolidation to the assets and properties, substantially or as an entity, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.
- 16.1 Either Party may, without relieving itself of its obligations under this Agreement, assign any of its rights or obligations hereunder to an affiliated entity, but otherwise no assignment of this Agreement or any of the rights or obligations hereunder shall

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be made unless there first shall have been obtained the written consent of the other Party. No assignment by Supplier shall take effect until the assignee has met the requirements of Article 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.

- 16.2 The restrictions on assignment contained herein shall not in any way prevent either Party from pledging or mortgaging its rights as security for its indebtedness.
- 16.3 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 requirements of any applicable laws, rules, regulations, and Tariff. 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.

#### XVII. MISCELLANEOUS

- 17.0 This Agreement, all Exhibits and attachments hereto and all documents referenced herein, constitute the entire agreement between the Parties and supersedes all other agreements, communications, and representations. Paragraph headings are for convenience only and are not to be construed as part of this Agreement.
- 17.1 Unless otherwise provided herein, no modification of, or supplement to, the terms and provisions stated in this Agreement shall be or become effective without the written consent of both Parties.
- 17.2 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.

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Neil Proudman  
TITLE: President

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

**[SUPPLIER NAME]**

By \_\_\_\_\_ Title \_\_\_\_\_

**Liberty Utilities (EnergyNorth Natural Gas) Corp d/b/a Liberty  
Utilities**

By \_\_\_\_\_ Title \_\_\_\_\_

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TITLE: President



**2 ATTACHMENT B**  
**Schedule of Administrative Fees and Charges**

Schedule of Administrative Fees and Charges

I.	Supplier Balancing Charge:	\$	0.11	per MMBtu of Daily Imbalance Volumes")
II.	Capacity Mitigation Fee			15% of the Proceeds from the Marketing of Capacity for Mitigation.
III.	Peaking Demand Charge	\$	56.21	MMBTU of Peak MDQ
IV.	Company Allowance Calculation (per Schedule 25)			
			159,432,155	Total Sendout - Therms Jul-2023 - Jun-2024
			<u>155,226,688</u>	Total Throughput - Therms Jul-2023 - Jun-2024
			4,205,467	Variance (Sendout - Throughput)
	Company Allowance Percentage 2024-25		2.6%	Variance / Total Sendout

DATED: October 31, 2024

ISSUED BY: /s/Neil Proudman

EFFECTIVE: November 1, 2024

Neil Proudman  
TITLE: President

**3 ATTACHMENT C**  
**Capacity Allocators**

**CAPACITY ALLOCATORS**

<b>Rate Class</b>		<b>Pipeline</b>	<b>Storage</b>	<b>Peaking</b>	<b>Total</b>
G-41	Low Annual /High Winter Use	72.9%	17.7%	9.4%	100.0%
G-51	Low Annual /Low Winter Use	80.1%	13.0%	6.9%	100.0%
G-42	Medium Annual / High Winter	72.9%	17.7%	9.4%	100.0%
G-52	High Annual / Low Winter Use	80.1%	13.0%	6.9%	100.0%
G-43	High Annual / High Winter	72.9%	17.7%	9.4%	100.0%
G-53	High Annual / Load Factor < 90%	80.1%	13.0%	6.9%	100.0%
G-54	High Annual / Load Factor < 90%	80.1%	13.0%	6.9%	100.0%

DATED: October 31, 2024

ISSUED BY: /s/Neil Proudman  
Neil Proudman

EFFECTIVE: November 1, 2024

TITLE: President