

LIBERTY UTILITIES (GRANITE STATE ELECTRIC) CORP. d/b/a LIBERTY UTILITIES

ELECTRICITY DELIVERY SERVICE TARIFF - NHPUC NO. 21  
SUPERSEDING  
ELECTRICITY DELIVERY SERVICE TARIFF NHPUC NO.19  
AND IN LIEU OF NHPUC NO. 20

Applicable

in

Various towns and cities in New Hampshire,  
served in whole or in part.

(For detailed description, see Service Area)

Issued: July 1, 2020

Issued by: /s/ Susan L. Fleck

Susan L. Fleck

Effective: July 1, 2020

Title: President

Authorized by NHPUC Order No. 26,376 in Docket No. DE 19-064, dated June 30, 2020

NHPUC NO. 21 - ELECTRICITY DELIVERY

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TERMS AND CONDITIONS FOR DELIVERY SERVICE

1. Service Area

The territory authorized to be served by this Company and to which this Tariff applies is as follows:

Acworth\*  
Alstead\*  
Atkinson\*  
Bath\*  
Canaan\*  
Charlestown\*  
Cornish\*  
Derry\*  
Enfield\*  
Grafton\*  
Hanover\*  
Langdon\*  
Lebanon  
Lyme\*  
Marlow\*  
Monroe\*  
Orange\*  
Pelham\*  
Plainfield\*  
Salem  
Surry\*  
Walpole  
Windham\*

\* Served in part.

The above enumerates the towns served but does not mean that service is available throughout the entire area of each town specified.

Limited areas of the towns so identified above are as shown on the maps filed separately with the Commission and incorporated in this tariff by reference.

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**Parties or Party:** Liberty Utilities and/or one or more Customers under this Tariff.

**Payment Agent:** Any third-party authorized by a Customer to receive and pay the bills rendered by the Company for service under this Tariff.

**Rate Schedule:** The Rate Schedules included as part of this Tariff.

**Specifications for Electrical Installations booklet:** The booklet prepared by the Company to establish standardized rules and regulations for the installation of electric service connections within the Company's Service Area. The booklet is available online here [https://new-hampshire.libertyutilities.com/uploads/2019%20Version%203.0\\_ESB750%20Specifications%20for%20Electrical%20Installations.pdf](https://new-hampshire.libertyutilities.com/uploads/2019%20Version%203.0_ESB750%20Specifications%20for%20Electrical%20Installations.pdf)

**Self-Supply Service:** Electric energy, ancillary services and capacity purchased by a Customer directly from the New England wholesale electric market managed by ISO-NE.

**Tariff:** This Delivery Service Tariff and all Rate Schedules, appendices and exhibits to such Tariff.

### 3. General

The Company undertakes to render dependable Delivery Service in accordance with this Tariff, of which these Terms and Conditions are a part, as on file from time to time with the Commission and legally in effect; such undertaking being subject to the applicable rules and regulations of the Commission and to the Company's Specifications for Electrical Installations booklet.

Although the Company will endeavor to make the service rendered as continuous and uninterrupted as it reasonably can, Delivery Service is subject to variations in its characteristics and/or interruptions to its continuity. Therefore, the characteristics of the Delivery Service may be varied and/or such service to any Customer or Customers may be interrupted, curtailed, or suspended in the following described circumstances; and the obligations of the Company to render service under this Tariff are subject to such variance, interruption, curtailment, or suspension:

- i. When necessary to prevent injury to persons or damage to property.
- ii. When necessary to permit the Company to make repairs to or changes and improvements in a part or parts of the Company's electrical facilities; such action to be taken upon reasonable notice to the Customers to be affected, if practicable, or without any notice in an emergency when such notification would be impracticable or would prolong a dangerous situation.
- iii. When conditions in a part or parts of the interconnected generation-transmission system of which the Company's facilities are a part make it appear necessary for the common good.

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- iv. When such variance, including a reversal of supply, or such interruption, curtailment or suspension is a result of Force Majeure as defined in this Tariff and any cause except willful default or neglect on the Company’s part.

The Company shall not be responsible for any loss, cost, damage or expense to persons and/or property resulting therefrom.

The Company does not undertake to regulate the voltage or frequency of its service more closely than is standard commercial practice or required by the rules of the Commission. If the Customer requires regulation of voltage or frequency that is more refined, the Customer shall furnish, install, maintain and operate the necessary apparatus at the Customer’s expense.

4. Availability

Delivery Service shall be available to a Customer who has made an Application and has satisfied all of the requirements of this Tariff. Delivery Service shall be available solely for the delivery of electricity from a Supplier to a Customer or for the delivery of Energy Service or Self-Supply Service to a Customer.

In the event that a Customer is not receiving Self-Supply Service and is not receiving Supplier Service from a Supplier for any reason, the Company will arrange Energy Service provided the Customer has satisfied all the requirements for service under this Tariff.

5. Application, Contract and Commencement of Service

Application by the Customer for Delivery Service may be made to the Company at any time. Whether or not an Application for service is made by the Customer and accepted by the Company, the rendering of the service by the Company and its use by the Customer shall be deemed a contract between the parties and subject to all provisions of the Tariff, as in effect from time to time, applicable to the service.

Except as otherwise specifically provided for under a Rate Schedule, all rates are predicated on a period of service at one location of not less than twelve (12) consecutive months, with monthly billing and monthly payment. The rendering of bills to Customers under this Tariff shall be performed exclusively by the Company.

6. Deposits, Payments, Refusal or Discontinuance of Service

The Company, to protect against loss, may require a satisfactory cash deposit or other guarantee as a condition of new or continuing service. No deposit shall be less than ten (10) dollars nor more than the estimated charge for utility service for a period of two (2) high-use billings

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Uncontested debt shall include any amounts for services provided by the Company for any amounts for Delivery Service and any Energy Service furnished to the applicant.

Whenever a Customer makes payment to the Company for service under this Tariff with a check or draft that is not accepted by the institution on which it is written, the Company shall make a charge to the Customer of either \$15.00 or the actual administrative cost of recovery, whichever amount is greater.

#### 7. Failure of Payment Agent to Remit Payment

A Customer who has elected to use a Payment Agent shall be treated in the same manner as other Customers in the Company's application of the applicable statutes, rules and regulations of the Commission and the terms and conditions of this Tariff, notwithstanding any failure of the Payment Agent to remit payment to the Company or any failure of the Payment Agent to forward to the Customer any Company notices, bill inserts or other written correspondence. The Customer shall be solely responsible for all amounts due, including, but not limited to, any late payment charges.

#### 8. Refusal to Serve

The Company reserves the right to refuse to supply Delivery Service to new Customers or to supply additional load to any existing Customer if it is unable to do so under a Rate Schedule or if it is unable to obtain the necessary equipment and facilities or capital required for the furnishing of such service. The Company may refuse to supply Delivery Service to load of unusual characteristics which might affect the cost or quality of service supplied to other Customers of the Company. The Company may require a Customer having such unusual load to install special regulating and protective equipment in accordance with the Company's specifications as a condition of service.

#### 9. Service Connection and Reconnection Charges

A service connection fee shall be charged to all customers requesting new service.

Service Connection Charge - No Field Visit Required	\$20.00
Service Connection Charge – Field Visit Required	\$35.00

The Company shall have the right to discontinue its service on due notice and to remove its property from the premises in case the Customer fails to pay any bill due the Company for such service, or fails to perform any of its obligations to the Company. For restoration of service after such discontinuance, all customers shall be charged a reconnection fee.

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Service Reconnection Charge \$35.00

A fee to establish or reestablish service outside of normal working hours which requires the Company to send an employee to the meter location shall be charged.

Establish or Reestablish Service Outside of Normal Business Hours Charge \$70.00

A fee may be assessed when it is necessary to send an employee to the Customer location to collect a delinquent bill. This charge shall apply regardless of any action taken by the Company including accepting a payment, making a deferred payment arrangement or leaving a collection notice at the Customer's premises.

Delinquent Bill Collection Charge \$35.00

#### 10. Determination of the Demand

The "Maximum Demand" or "Customer's Load," which shall be stated in kilowatts or kilovolt-amperes as specified in the applicable Rate Schedules G-1 and G-2, is defined as the greatest rate of taking Delivery Service during the specified interval on pages 96 and 99, respectively.

Where a Rate Schedule requires determination of maximum demand, it shall be determined by measurement or estimated as provided by the Rate Schedule or, where applicable, by the provisions of the following paragraph of this section. The Company shall not be obligated, for any reason, to use the demand values measured or estimated by any other entity in the determination of maximum demand.

When the nature of the Customer's load is of an intermittent, instantaneous or widely fluctuating character such as to render demand meter readings of doubtful value as compared to the actual capacity requirements, the demand may be determined on the basis of a time interval less than that specified, or on the basis of the minimum transformer capacity necessary to render the Delivery Service, or the minimum protective device rating necessary to permit continuous uninterrupted service. In all such instances, the Company will record the basis of demand determination.

#### 11. Fluctuating Load Policy

In certain instances, extremely fluctuating loads or harmonic distortions which are created by customer's machinery may cause a deterioration of the Company's service to its other customers. Since service for such loads may require new facilities or the rearrangement of existing facilities,

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necessary to give the Company or its agent's access to the Customer's equipment and to enable its conductors to be connected therewith.

#### 19. Meters

The Company will provide each Customer with proper metering equipment subject to the ability of the Company to obtain the same.

The Company shall own and maintain the metering equipment necessary to measure Delivery Service under this Tariff. Each meter location shall be designated by the Company and the Company shall have priority over any other entity with respect to placement of Company-owned metering equipment.

Any Customer requesting non-standard metering equipment, the cost of which exceeds the cost of the metering equipment necessary for the rendering of Delivery Service under the applicable Rate Schedule, shall be responsible for the additional cost of the requested metering equipment including any incremental labor costs associated with installation of the requested metering equipment. Any such metering equipment must be approved by the Company.

Where an individual household or business enterprise, occupation or institution occupies more than one unit of space, each unit will be metered separately and considered a distinct Customer, unless the Customer furnishes, owns and maintains the necessary distribution circuits by which to connect the different units to permit delivery and metering at one location of all the energy used.

The Company may for its own convenience install more than one meter per Customer, but in such cases the meter readings will be cumulated when billing.

In cases of non-access or where a meter fails to register the full amount of electricity consumed, the amount of the bill will be estimated by the Company, based upon the use recorded during previous months, or upon the best information available. The Company may estimate, rather than meter, demand and kilowatt-hours used by a Customer where the demand and kilowatt-hour usage are constant and known or for locations which, in the Company's judgment, are unsafe or impractical to separately meter or to access on a regular basis by Company personnel.

#### 20. Meter Testing and Customer Bill Adjustments

When requested by a customer, the Company shall test the accuracy of the Customer's meter within fifteen days from the date the request is made. The Company may require a deposit fee for such a test. If, upon testing, the meter is found to be in error by more than two (2) percent,

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the deposit shall be refunded. If the meter is not found to be in error by as much as two (2) percent, the Company shall retain the deposit for the test.

Meter Test Charge \$20.00

Whenever, as the result of a test, a watt-hour meter is found to register in excess of two (2) percent of the correct amount, the Company shall refund the Customer an amount equal to the charge for the excess kilowatt-hours billed for a period equal to one half the time elapsed since the last previous test. However, if the time when the error first developed or occurred can be definitely fixed, the amount to be refunded shall be based thereon. Whenever, as the result of a test, a watt-hour meter is found to have a negative average error in excess of two (2) percent, the Company may charge the Customer for the unbilled kilowatt-hours supplied for the previous six (6) months or since the last test, whichever is the shorter period.

If a meter is found which is not registering, or if it is found that a meter has partially registered the electricity delivered to the Customer, the bill for the period of non-registration or partial registration shall be based upon information recorded prior or subsequent to the period of non-registration or partial registration. The Company shall not charge the difference between the billed and estimated amounts for a period greater than six (6) months before the non-registration or partial registration was discovered unless the Customer was diverting electricity. In cases of diversion, the Company shall charge the Customer the difference between the billed and estimated amounts for the entire period of the diversion.

#### 21. Customer's Use of Electricity

In recognition of the fact that the wiring and facilities for the use of electricity on the Customer's premises are owned by and under the control of the Customer, the Company shall not be responsible for any loss, cost, damage, or expense to persons and/or property resulting from the use of or presence in the Customer's wiring or appliances, electricity delivered in accordance with the provisions of these Terms and Conditions and the Company's Specification for Electrical Installations booklet.

If the Customer's requirements for electricity or use of service, or installation of Customer-owned equipment (including but not limited to motors, generation, meters, or capacitors) results in or is anticipated to result in damage to the Company's apparatus or facilities or electrical disturbances to other customers on the Company's distribution system, the Customer shall be responsible for the cost to the Company of repairing, replacing or upgrading the Company's facilities. If the Customer fails to correct for the interference with the operation of the Company's distribution system or with the electrical supply to other Customers, the Company reserves the right to refuse service or to disconnect service upon proper notice.

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## 22. Required Standards of Customer's Wiring, Piping, Apparatus, and Equipment

The Customer's wiring, piping, apparatus and equipment shall, at all times, conform to the requirements of any legally constituted authorities and to those of the Company, and the Customer shall keep such wiring, piping, apparatus and equipment in proper repair. Further information regarding the Company's specifications is contained within the Specifications for Electrical Installations booklet, which may be found here: [https://new-hampshire.libertyutilities.com/uploads/2019%20Version%203.0\\_ESB750%20Specifications%20for%20Electrical%20Installations.pdf](https://new-hampshire.libertyutilities.com/uploads/2019%20Version%203.0_ESB750%20Specifications%20for%20Electrical%20Installations.pdf)

## 23. Compliance

Service hereunder is subject to the Customer's compliance with the following conditions:

- i. The Customer shall comply with or perform all of the requirements or obligations of this Tariff and the Company's Specifications for Electrical Installations booklet.
- ii. The Customer shall allow the Company reasonable access to the Company's facilities located on the Customer's premises.
- iii. The Customer shall comply with any applicable orders and regulations of the Commission.
- iv. The Customer shall not cause or allow to exist any unauthorized or fraudulent use or procurement of the Delivery Service or any tampering with the connections or other equipment of the Company, or any condition on the Customer's premises involving the Delivery Service which is dangerous to health, safety or the electric service of others or which represents a clear and present danger to life, health, or physical property, or to the Company's ability to serve its other Customers.
- v. The Customer shall notify the Company when the Customer no longer desires Delivery Service.

## 24. Resale of Delivery Service

No Customer shall sell, resell, assign or otherwise dispose of all or any part of the Delivery Service purchased from the Company without the written consent of the Company. The sale of electric vehicle charging services electricity to a third party from an electric vehicle charging station shall not be considered resale of electricity.

## 25. Company Property

The Company shall have the right to install, maintain and operate such Company-owned facilities on the premises of the Customer as in its judgment may be required to render Delivery Service to the Customer in accordance with this Tariff, as such facilities shall be overhead or underground

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28. Relocation of Customer-Owned Equipment

All Customer-owned equipment on private property shall under any circumstances be relocated by the Customer or its Contractor at the expense of the Customer.

29. Customer Street Crossings

i. Customer Owned

In the event a Customer desires to supply electricity for its own use at a location situated on the opposite side of a public way by installing conductors under the street, the Customer should petition for the conductor crossing from the local governmental board having jurisdiction. Upon securing the necessary permits, the Customer will construct the crossing in accordance with current National Electric Safety Code and by applicable rules and regulations of the local government board having jurisdiction to a location designated by the Company. The Customer will own, operate and maintain the crossing.

ii. Company-Owned

Should the Customer be unable to obtain the necessary permits or should the crossing entail attachments to Company-owned facilities or require the setting of poles in the public way, the Company, upon request, will petition for the wire crossing, subject to the following conditions:

1. Construction - The Customer shall reimburse the Company for the entire construction cost of the crossing. Title to that portion of the crossing in the public way shall remain with the Company.
2. Maintenance - All maintenance to that portion in the public way will be done by the Company at the expense of the Customer. In order to facilitate proper billing, a purchase order should be secured prior to any maintenance work.
3. Removal of Street Crossing - Upon notice from the Customer that the crossing is no longer desired, the Company will remove the crossing at the Customer's expense. Any salvage value will be credited to the cost of removing the crossing; and in the event the credit exceeds the removal cost, the excess shall be refunded to the Customer.
4. Street Crossing Agreement - All street crossings for Customers made by the Company under above conditions must be covered by a street crossing agreement.

For underground line extension installations after January 1, 2019, this policy no longer applies.

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30. Holidays

The following New Hampshire legal holidays shall be recognized as holidays for purposes of billing service in off-peak periods:

<u>Holiday</u>	<u>Day Celebrated</u>
*New Year's Day	January 1st
Martin Luther King, Jr. / Civil Rights Day	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
*Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
*Veterans Day	November 11th
Thanksgiving Day	When appointed
*Christmas	December 25th

\* If these days fall on Sunday, the following day shall be considered the holiday.

31. Conjunctual Service

Conjunctual Service is a Customer's use of Delivery Service under this Tariff for delivery of either Supplier Service or Energy Service which supplements or is in addition to any other source of electric service connected on the Customer's side of the meter. Conjunctual Service must be taken in accordance with the Company's Specifications for Electrical Installations booklet and the Company's technical guidelines and requirements pertaining to Qualifying Facilities ("QFs", as defined in Sections 201 and 210 of Title II of the Public Utility Regulatory Policies Act of 1978) filed with the Commission in compliance with Commission Order No. 14,797. Conjunctual service is available to QFs and to other Customers who are not QFs who have available another source of electric service connected on the Customer's side of the meter.

All Conjunctual Service furnished by the Company to Customers under this Tariff shall be taken by the Customers under the Rate Schedule which would otherwise be available for Delivery Service applicable to the total internal load of the Customer.

32. Customer Choice of Rate

Upon a Customer's request, the Company shall provide information as to what may be the most advantageous rates and charges available to the Customer under this Tariff. However, the responsibility for the selection of a rate lies with the Customer and the Company does not warrant or represent in any way that a Customer will save money by taking service under a

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The Settlements were approved by the Federal Energy Regulatory Commission (“FERC”) in Docket Nos. ER98-2023-000 and (as amended) ER98-3925-000, and by the New Hampshire Public Utilities Commission in N.H.P.U.C. Docket No. DR 98-012 (“Settlement”). The Stranded Cost Charge is designed to reconcile costs and revenues under the Settlements for each calendar year. The Contract Termination Charge (“CTC”) formula set forth in the Settlements provides for a reconciliation to be performed annually. Capitalized terms not otherwise defined are intended to have the same meaning set forth in the CTC formula.

NEP, Granite State and the New Hampshire Public Utilities Commission entered into an agreement (“USGenNE CTC Settlement”) on December 5, 2005, related to issues surrounding the resolution of the USGenNE bankruptcy proceeding. The USGenNE CTC Settlement provided that Granite State’s allocated share of the allowed claim proceeds received by NEP be used to pay down all of the remaining NEP power purchase contract buyout payments allocable to New Hampshire and to provide a residual value credit, with return, through the year 2010. The settlement also provided for updates to decommissioning expense and purchased power costs that are included in the base CTC. FERC approval was received on February 28, 2006.

In accordance with the Settlements, the estimated CTC related costs that are reconciled annually are primarily the costs comprising the Variable Component. These estimated costs are reconciled to actual costs through the Reconciliation Adjustment and accumulated in the Reconciliation Account. In addition, revenues collected through the CTC are reconciled to actual revenues based upon differences in megawatt hour (“MWh”) deliveries.

The Stranded Cost Charge shall be established annually based on a forecast of includable costs, and shall also include a full reconciliation with interest for any over recovery or under recovery occurring in the prior year. The Company may file to change the Stranded Cost Charge rates at any time if a significant over recovery or under recovery occurs. Interest on over recoveries or under recoveries shall be calculated at the prime rate.

Any changes to rates determined under the Stranded Cost Charge shall only be made following a notice filed with the Commission setting forth the amount of the increase or decrease, the new rates for each rate class, and the effective date of such new rates.

### 37. Reliability Enhancement Program and Vegetation Management Plan Adjustment

All energy billed under this rate is subject to a Reliability Enhancement Program and Vegetation Management Plan Adjustment Factor which shall be adjusted from time to time pursuant to the Settlement Agreement in Docket DE 19-064.

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38. Reliability Enhancement Program Capital Investment Allowance

Distribution base rates are subject to adjustment on an annual basis for a Reliability Enhancement Program Capital Investment Allowance pursuant to the Settlement Agreement in Docket DE 19-064.

39. Transmission Charge

The Transmission Charge will recover, on a fully reconciling basis, the costs incurred by the Company for transmission related services, and other reconciling charges as noted below. These costs include charges billed to the Company by Other Transmission Providers; third party charges billed to the Company for transmission related services such as charges relating to the stability of the transmission system which the Company is authorized to recover by order of the regulatory agency having jurisdiction over such charges; and transmission-based assessments or fees billed by or through regulatory agencies, including those associated with the ISO-NE, regional transmission group, an independent system operator, an RTO and their successors, or other such body with the oversight of regional transmission, in the event that any of these entities are authorized to bill the Company directly for their services.

The Transmission Charge shall be established annually based on a forecast of includable costs, and shall also include a full reconciliation with interest for any over recovery or under recovery occurring in the prior year. The Company may file to change the rates at any time if a significant over recovery or under recovery occurs. Interest on over recoveries or under recoveries shall be calculated at the prime rate.

Any changes to rates determined under the charge shall only be made following a notice filed with the Commission setting forth the amount of the increase or decrease, the new rates for each rate class, and the effective date of such new rates.

The Transmission Charge includes the Regional Greenhouse Gas Initiative (“RGGI”) refund as required by RSA 125-O:23,II and Order No. 25,664 dated May 9, 2014, which directs the Company to refund RGGI auction revenue it receives to its customers.

The Revenue Decoupling Adjustment Clause (RDAC) will be included in the transmission charge annual rate filing for reconciliation. The RDAC is further described in Section 39A of the Tariff.

The Property Tax Adjustment Mechanism (PTAM) will be included in the transmission charge annual rate filing for reconciliation. The PTAM is further described in Section 39B of the Tariff.

Issued: May 13, 2022

Issued by:                         /s/ Neil Proudman                        

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                        President

Effective Date

The Revenue Decoupling Adjustment Factor (“RDAF”) shall be effective on the first day of the Decoupling Year.

Applicability

The Revenue Decoupling Adjustment Factor shall apply to all of the Company’s tariff Rate Schedules, subject to the jurisdiction of the Commission, as determined in accordance with the provisions of this Tariff.

Definitions

- i. The following definitions shall apply throughout the Tariff:
  1. Actual Base Revenue per Customer is the actual revenue derived from the Company’s base rates divided by the number of customers for a given year for a Customer Class.
  2. Actual Number of Customers is the actual number of customers for the applicable Customer Class for the most recently completed year. Actual Number of Customers shall be calculated by summing the monthly equivalent bills for a given year for a Customer Class and dividing by the number of months in that year.
  3. Customer Class is the group of all customers taking service pursuant to the same Rate Schedule.
  4. Decoupling Year. The first Decoupling Year shall be the 12-month period from July 1, 2021 to June 30, 2022. Each subsequent Decoupling Year shall be the twelve months commencing July 1 through June 30.
  5. Benchmark Base Revenue per Customer is the monthly allowed distribution revenue per Equivalent Bill for a given Decoupling Year for a given Customer Class, reflecting the distribution revenue level and approved equivalent bills from the Company’s most recent rate case or other proceeding that results in an adjustment to base rates. Benchmark Base Revenue per Customer will be calculated for each month based on the distribution rates in effect at the start of the Decoupling Year and the calculation will be revised for the remaining months of each Decoupling Year if there is a distribution rate change that occurs following the beginning month of each Decoupling Year.

Calculation of Revenue Decoupling Adjustment

- i. Description of Revenue Decoupling Adjustment

At the Decoupling Year, the Company shall calculate a Decoupling Revenue Adjustment to be used to determine the RDAF for the next corresponding season.

The Revenue Decoupling Adjustment shall be determined by calculating the difference between the actual Revenue per Customer and the Benchmark Base Revenue per Customer and multiplying that difference by the Actual Number of Customers for the applicable Customer

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Class. The Revenue Decoupling Adjustment shall equal the sum of the adjustments calculated for all Customer Classes and shall include a reconciliation component. There shall be a 3% cap on the amount refunded or charged to customers. The 3% cap shall be equal to 0.03 times the allowed revenue requirement subject to annual adjustments. The decoupling amount will be recovered or refunded during the following year up to the 3% cap. Any amounts in excess of the 3% cap will be deferred and recovered or refunded in future periods, as determined by the Commission. Any amounts deferred will be added to the aggregate decoupling adjustment amount of the following periods until recovered or refunded such that there is a maximum adjustment of 3% refunded or charged each year. Any over- or under-collection shall carry interest at the prime rate.

The amounts to be refunded or collected under this decoupling mechanism shall be calculated annually using monthly accruals. These monthly accruals will be summed for each decoupling year and presented in the annual reconciliation filing. Monthly decoupling accruals are calculated as follows:

a) The monthly target revenues per customer (“Monthly Target RPC”) amounts will be determined for each of the Company’s rate classes by:

i) allocating each years’ allowed revenue requirement to each rate class, by month, in proportion to the test year with the following exceptions:

(1) Rate classes M, LED-1, and LED-2 will not be included in the decoupling calculations;

(2) Rate classes D-11 and EV, will not be included in the decoupling calculations as they are new rate classes. The inclusion of those rate classes will be reevaluated in the next rate case; and

ii) dividing each class monthly target revenue number by the number of monthly customer bills from the test year.

b) The Monthly Actual RPC will be calculated as the actual monthly revenues by rate class divided by the actual number of bills for each rate class rendered during that month.

c) The Monthly Actual RPC will be compared to the Monthly Target RPC for each rate class. The difference between the Monthly Actual RPC and the Monthly Target RPC for each rate class will then be multiplied times the actual number of bills rendered for each rate class to determine the monthly revenue shortfall/surplus for each class, the sum of which will constitute the total monthly revenue shortfall/surplus.

d) At the end of the reconciliation period, the monthly amounts will be summed to determine the cumulative annual revenue shortfall/surplus.

e) Subject to the cap described above, the Annual Allowed Adjustment revenue

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shortfall/surplus, will be allocated to the classes using the Rate Class Allocation as detailed on Line 115 of Attachment 5, page 4 of the Settlement Agreement in Docket No. DE 19-064.

f) The amount allocated to each rate class will be allocated to the kWh and kW rate adjustments for each class on the basis of the actual kWh and kW's of the decoupling year.

ii. Revenue Decoupling Adjustment Formulas

$$RD_T = \sum_{CC=1}^{CC=3} [(BRPC_{T-1}^{CC} - ARPC_{T-1}^{CC}) \times ACUSTS_{T-1}^{CC}]$$

And

$$RDAF = \frac{RD}{FV}$$

Where the terms in the above equation have the following meanings:

$ACUSTS_{T-1}^{CC}$ : The actual number of customers for the applicable Customer Class for the most recently completed Decoupling Year. Actual number of customers for each Decoupling Year shall be the average number monthly customers in that season, calculated by summing the number of billed customers in each month of the most recently completed Decoupling Year, and dividing by the number of months in that year.

$ARPC_{T-1}^{CC}$ : The Actual Base Revenue Per Customer for the applicable Customer Class Group for the most recently completed Decoupling Year (T-1), as defined in Section i.

$BRPC_{T-1}^{CC}$ : The Benchmark Base Revenue Per Customer for the applicable Customer Class Group as determined in accordance with Section i.2. for the most recently completed Decoupling Year (T-1).

cc Customer Classes as defined in Section i.3.

RD The Revenue Decoupling adjustment to revenues.

$RDAF_T$ : The Revenue Decoupling Adjustment Factor.

FV Forecast sales volumes for the Billing Year.

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- cc Customer Classes as defined in Section i.3.
- RD The Revenue Decoupling adjustment to revenues.
- $RDAF_T$ : The Revenue Decoupling Adjustment Factor.
- FV Forecast sales volumes for the Billing Year.

### 1.0 Application of the RDAF to Customer Bills

The RDAF (\$ per kWh) shall be truncated at the nearest one one-hundredth of a cent per kWh. The RDAF will be applied to the monthly tariff sales for each customer.

### 2.0 Information to be Filed with the Commission

Information pertaining to the RDAF will be filed annually with the Commission consistent with the filing requirements of all costs and revenue information included in the Tariff. Such information shall include:

1. The calculation of the applicable revenue decoupling revenue dollar adjustment for the Decoupling Year by Customer Class Group.
2. The calculation of the proposed decoupling rate per kWh for all firm rates to be applied in the Billing Year.
3. The calculation of the monthly Benchmark Base Revenue per Customer, to be utilized in the upcoming Decoupling Year. If distribution rates change during the Decoupling Year, the monthly Benchmark Base Revenue per Customer for the remaining months of the Decoupling Year will be revised and filed with the Commission.

### 39B. 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 are 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 rate classes. The PTAM Rate shall be filed with the Company's transmission charge filing and shall be determined annually by the Company and be subject to review and approval by the Commission.

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- 3. **Effective Date:** On or before the first business day in September of each year, 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 November.
  
- 4. **Reconciliation Adjustment:** 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”).

40. Electricity Consumption Tax Charge

All Customers shall be obligated to pay the Electricity Consumption Tax Charge in accordance with New Hampshire Statute RSA Chapter 83-E, which may be revised from time to time, in addition to all other applicable rates and charges under this Tariff. The Electricity Consumption Tax Charge shall appear separately on all Customer bills. Any discounts provided for under a Special Contract shall not apply to the Electricity Consumption Tax Charge.

41. System Benefits Charge

All customers taking delivery service shall pay the System Benefits Charge as required by New Hampshire law and approved by the Commission. The System Benefits Charge shall recover the

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cost of the Company’s (i) Electric Assistance Program and (ii) energy efficiency core programs and any other such energy efficiency programs, as approved by the Commission.

The Company shall implement its Electric Assistance Program as approved by the Commission from time to time. The System Benefits Charge will fund the Company’s Electric Assistance Program and such other system benefits as are required by law or approved by the Commission.

The Company will reconcile on an annual basis actual costs incurred of the Electric Assistance Program, including development, implementation, and ongoing administrative and maintenance costs against the actual amounts charged to customers through the portion of the System Benefits Charge attributable to the Electric Assistance Program, set at a level of 0.150¢ per kilowatt-hour in accordance with RSA 374-F:4, VIII (c), and shall be in addition to the portion of the System Benefits Charge relating to the Company’s energy efficiency core programs stated below.

The Company shall implement its energy efficiency core programs as approved by the Commission from time to time. The Company’s cost of implementing the energy efficiency core programs shall be recovered through the portion of the System Benefits Charge attributable to such programs, set at a level of 0.528¢ per kilowatt-hour in accordance with Order No. 26,579 in Docket No. DE 20-092 Electric and Gas Utilities 2021-2023 New Hampshire Statewide Energy Efficiency Plan, which shall be in addition to the portion of the System Benefits Charge relating to the Company’s low income customer protection programs stated above. Any difference between the actual energy efficiency funds expended and the funds collected through the System Benefits Charge at 0.528¢ per kilowatt-hour during a calendar year shall, with interest calculated at the average prime rate for each month, be added to or subtracted from the amount to be expended in the following calendar year. If actual amounts are not available for any period, they shall be estimated for purposed of the above calculations and adjusted the following year based on actual data.

The Company shall implement its lost revenue mechanism as approved by the Commission in accordance with Order No. 26,621 in Docket No. DE 20-092 Energy Efficiency Resource Standard, set at a level of 0.114¢. The lost revenue portion of the System Benefits Charge shall be established annually based on a forecast of lost revenue for the prospective year. Any difference between the actual lost revenue and the amount of lost revenue recovered through the System Benefits Charge shall be refunded or recouped with interest during the succeeding year.

Any adjustment of the System Benefits Charge shall be in accordance with a notice filed with the Commission setting forth the amount of the increase or decrease, and the new System Benefits Charge amount. The notice shall further specify the effective date of such adjustment, which shall not be earlier than thirty days after the filing of the notice, or such other date as the Commission may authorize.

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**System Benefits Charge**

Electric Assistance Program (EAP)	0.150¢
Energy Efficiency Programs	0.528¢
Lost Revenue Mechanism	0.114¢
Total System Benefit Charge	0.792¢

42. Late Payment Charge

The rates and charges billed under this Tariff are net, billed monthly and payable upon presentation of the bill. However, Customers who receive Delivery Service under Residential Rate D, Residential Time-of-Day Rate D-10, OR General Service Rate G-3, may elect to pay for all service rendered under these rates, as well as Energy Service Rate ES, on a Levelized Payment Plan available upon application to the Company.

For Customers rendered Delivery Service under General Service Rate G-3, General Long Hour Service Rate G-2 or General Service Time-of-Use Rate G-1, all amounts previously billed but remaining unpaid after the due date printed on the bill shall be subject to a late payment charge of one and one-half percent (1 ½ %) thereof, such amounts to include any prior unpaid late payment charges.

The late payment charge is not applicable to Customers taking service under Rate D and Rate D-10, or past due balances of General Service Rate G-3 or Outdoor Lighting Rate M Customers who are abiding by the terms of an extended payment arrangement agreed to by the Company.

43. Provisions for Billing Charges Associated with Meter Diversions and Damage to Company Equipment in Connection Therewith

In case of loss or damage to the Company’s property on a Customer’s premises the Customer shall pay to the Company the value of the property or the cost of making good the loss or damage.

In those cases where, as a result of or in connection with diversion of electricity supplied by the Company to the Customer’s premises, whether such diversion is carried out by bypassing the meter or other measuring device or by other means, the Company incurs expense for labor and/or materials, the Customer responsible therefore will be charged the costs incurred by the Company for such labor and materials. The costs so chargeable may include, but are not limited to, the cost of investigating the diversion and the miscellaneous charges for service associated therewith, the cost of supplying and installing an exchange meter, the cost of furnishing and installing tamper-resistant devices, the cost of testing the meter associated with the diversion and the cost of replacement of a meter which has been damaged.

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Bills for charges associated with meter diversions will be rendered as soon as possible after completion of the work.

44. Electric Assistance Program

Customers served under Rate Schedules D, D-10 and T of Granite State Electric Company (“the Company”) may be eligible to receive discounts pursuant to the Company’s Electric Assistance Program. Customers participating in the Electric Assistance Program will continue to take service pursuant to their respective Rate Schedules, but will receive a percent discount off of the total amount billed for the first 750 kWh consumed per month, exclusive of the Electricity Consumption Tax and the Water Heater Rental fee, under such Rate Schedules. Discounts provided under the Electric Assistance Program are identified below and shall be funded by the System Benefits Charge in accordance with the System Benefits Charge Provision included on Page 22 of this tariff.

Effective: May 13, 2016

Percentage of Federal

<u>Tier</u>	<u>Poverty Guidelines</u>	<u>Discount</u>
1	Not Applicable	Not Applicable
2	151-200	8%
3	126-150	22%
4	101-125	36%
5	76-100	52%
6	0-75	76%

Eligibility criteria and benefit levels shall be based upon Federal Poverty Guidelines and are stated above for each tier. Community Action Agencies of New Hampshire shall be responsible for certifying customer qualification in the Electric Assistance Program and shall notify the Company of a customer’s enrollment into the Electric Assistance Program and the applicable tier that would determine the discount that the Company should apply.

Effective April 27, 2014, the income eligibility for participation in the Electric Assistance Program is at or below 200% of the Federal Poverty Guidelines.

The availability of the Electric Assistance Program shall be subject to approval by the Public Commission.

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45. Energy Service Adjustment Provision

Energy Service shall be procured by the Company pursuant to a competitive bidding process, and the rates for Energy Service shall be based on short-term market prices and include an estimate of administrative costs associated with the provision of Energy Service.

On an annual basis, the Company shall perform two reconciliations for Energy Service. In the first reconciliation, the Company shall reconcile its power supply cost of providing Energy Service with its Energy Service revenue associated with the recovery of power supply costs, and the excess or deficiency, including interest at the interest rate paid on customer deposits, shall be returned to, or recovered from, all Energy Service customers over the following 12 months through the Energy Service Adjustment Factor. In the second reconciliation, the Company shall reconcile its administrative cost of providing Energy Service with its Energy Service revenue associated with the recovery of administrative costs, and the excess or deficiency, including interest at the interest rate paid on customer deposits, shall be reflected in the subsequent year's Energy Service Cost Reclassification Adjustment Factor pursuant to the Energy Service Cost Reclassification Adjustment Provision. The Company may file to change the Energy Service Adjustment Factor at any time should significant over- or under- recoveries of Energy Service costs occur. For purposes of this reconciliation, Energy Service revenue shall mean all revenue collected from Energy Service customers through the Energy Service rate for the applicable 12 month reconciliation period together with payments or credits from suppliers for the provision of Energy Service. The power supply cost of providing Energy Service shall mean all payments to suppliers and the Independent System Operator associated with the provision of Energy Service.

Administrative costs of providing Energy Service shall mean all labor and consultant costs in arranging and administering Energy Service, any payments related to the cost of providing contract security, Energy Service-related working capital cost, and Energy Service-related bad debt cost.

Any adjustment to the Energy Service Adjustment Factor under the Company's applicable rates shall be in accordance with a notice filed with the Commission setting forth the amount of the increase or decrease and the new Energy Service Adjustment Factor. The notice shall further specify the effective date of such adjustment, which shall not be earlier than thirty days after the filing of the notice, or such other date as the Commission may authorize.

This provision is applicable to all Retail Delivery Service rates of the Company.

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46. Storm Recovery Adjustment Provision

The Company's rates for Retail Delivery Service are subject to adjustment to reflect increased or decreased funding to the Company's Storm Fund ("Storm Fund") through a Storm Recovery Adjustment Factor. The Company shall implement a factor designed to provide the increased or decreased funding to the Storm Fund at an amount approved by the Commission through the funding period.

The Storm Recovery Adjustment shall be a uniform cents per kilowatt-hour factor applicable to all kilowatt-hours delivered by the Company to customers taking retail delivery service under each of the Company's rates. The factor shall be based on the estimated kilowatt-hours defined as the forecasted amount of electricity, as measured in kilowatt-hours, to be delivered by the Company to its retail delivery service customers over the funding period approved by the Commission over which the factor is to be applied to customers' bills.

The Company shall file with the Commission the results of its funding as part of its annual storm fund report.

Any adjustment of the Storm Recovery Adjustment Factor shall be in accordance with a notice filed with the Commission setting forth the amount of the increase or decrease, and the new Storm Recovery Adjustment amount. The notice shall further specify the effective date of such adjustment, which shall not be earlier than thirty days after the filing of the notice, or such other date as the Commission may authorize.

47. Energy Service

Energy Service shall be available under this Tariff to all Customers, including Customers that return to Company-provided energy supply service after receiving energy service from a Competitive Supplier or self-supply.

i. Character of Service

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

ii. Energy Service Charge

For the purposes of this Tariff, the customer groups are defined as:

**Customer Group**

**Rate Class**

Small Customer Group

D, D-10, G-3, M, LED-1, LED-2, T and V

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Large Customer Group

G-1 and G-2

iii. Small Customer Group Energy Service Charges

Rate Effective August 1, 2022 – January 31, 2023 per kWh

22.228¢

iv. Large Customer Group Energy Service Charges

	August 2022	September 2022	October 2022	November 2022	December 2022	January 2023
Rate ¢/kWh	18.587¢	16.081¢	15.134¢	19.864¢	34.354¢	41.240¢

v. Switching to a Competitive Supplier or Self-Supply

1. On Next Meter Read Date

The Company will normally switch a Customer to a Competitive Supplier or self-supply upon request of a Customer as of the next Tariffed meter read, provided that notice of the change to a Competitive Supplier or self-supply was received by the Company not less than two business days before that next Tariffed meter read date. There shall be no charge for switching from Energy Service to a Competitive Supplier or self-supply if such a notice is given.

2. Prior to the Next Tariffed Meter Read Date

If switching to a Competitive Supplier or self-supply before the next Tariffed meter read is requested, the Company at its sole discretion and upon agreement by the Customer to pay the applicable fee pursuant to the Off Cycle Meter Read Provision of this Tariff will terminate Energy Service with an un-tariffed meter read.

48. Optional Enhanced Metering Service Provision

Optional Enhanced Metering Service under this provision is available to a Customer receiving metered retail delivery service from the Company. Customers who currently receive unmetered retail delivery service must request metered retail delivery service from the company in accordance with the Company’s terms and conditions. The availability of these services will be subject to the Company’s ability to render such service.

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Neil Proudman  
President

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iv. Custom Service or Additional Data Provided for a Fee

The Company shall provide Customer Load Analysis to Suppliers. The Supplier is responsible for obtaining the Customer's authorization to release this information and will be required to maintain confidentiality of the Customer information. The Supplier may not sell or provide this information, in whole or in part, to another party.

1. Custom Reports Charge	\$49.00 per hour
2. Rate Data Charge	\$49.00 per hour
3. Rate Analysis Charge	\$49.00 per hour

50. Off Cycle Meter Read for Switch of Supplier Provision

An Off Cycle Meter Read under this provision is available to customers receiving metered retail delivery service from the Company under the Company's Rate G-1, General Service Time-of-Use rate. The availability of this service will be subject to the Company's ability to render such service.

A Customer requesting an Off Cycle Meter Read agrees to pay the Off Cycle Meter Read Charge included in this provision.

An Off Cycle Meter Read will be performed by the Company at the request of the Customer to facilitate the transfer of energy service between the Company-supplied Energy Service and Competitive Supplier energy service. There will be a separate Off Cycle Meter Read Charge for a Customer who is telemetered and for a Customer who is non-telemetered. The Company will assess an Off Cycle Meter Read Charge for each off cycle meter read performed at a Customer's service location.

1. Telemetered Customer Off Cycle Read Charge	\$78.00
2. Non-Telemetered Customer Off Cycle Read Charge	\$102.00

The Company's terms and conditions in effect from time to time where not inconsistent with any specific provisions hereof, are a part of this Off Cycle Meter Read for Switch of Supplier

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51. Purchases from Qualifying Facilities

i. Availability

The Company will purchase electric energy from any small power producer, cogenerator, or limited electric energy producer (collectively referred to as a qualifying facility, or QF) in its service territory (i) under the Limited Electrical Energy Producers Act (LEEPA, NH RSA Chapter 362-A) or (ii) under Section 210 of the Public Utility Regulatory Policies Act of 1978 (PURPA, 16 U.S.C. 824a-3) that meet the criteria specified by the Federal Energy Regulatory Commission (FERC) in 18 C.F.R. §§292.203 (a) and (b). Such purchases will be in excess of the facility's requirements. QFs not utilizing Net Energy Metering or selling their output to a purchaser or purchasers other than the Company shall have their electric energy output metered and purchased by the Company and then resold into the Real-Time Energy Market administered by ISO New England Inc. ("ISO-NE"). The Company reserves the right to require the QF to pay any administrative or service fees as may be assessed by the Company.

The Company shall not purchase for resale any capacity or other reserve-related products associated with the QF. The Company will not purchase or own any of the generation attributes associated with the QF.

ii. Metering

QFs selling to the Company shall install metering as specified by the Company that either satisfy (i) ISO-NE requirements or (ii) Net Energy Metering requirements, as both may change from time to time. QFs shall be charged a standard monthly service fee for metering service as approved by the appropriate regulatory agency.

iii. Indemnification

QF shall defend, indemnify and hold the Company harmless from and against all claims for damage to the equipment of the QF, or Company, as the case may be, or damage or injury to any person or property arising out of the QF's use of generating equipment in parallel with the Company's own system; provided that nothing in this paragraph shall relieve the Company from liability for damages or injury caused by its own willful default or willful neglect.

iv. Net Metering

Projects 100 kilowatts and under using renewable generation shall have the option of being served under the Net Energy Billing Service as specified by NH RSA 362-A:9 and the rules promulgated by the appropriate regulatory agency, and/or pursuant to the applicable alternative net energy metering tariff described in vi or vii below.

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QFs with a peak generating capacity of 1,000 kW and under may choose to utilize Net Metering as specified in NH RSA 362-A:9 and in PART Puc 900 Net Metering For Customer-Owned Renewable Energy Generation Resources of 1,000 Kilowatts or Less, and/or pursuant to the applicable alternative net energy metering tariff described in vi or vii below.

v. Purchase Options:

QFs not utilizing Net Energy Metering or selling their output to a purchaser or purchasers other than the Company shall have their electric energy output metered and purchased by the Company and then resold into the Real-Time Energy Market administered by ISO New England Inc. (“ISO-NE”). Compensation for such purchases will be equal to the payments received by the Company from ISO-NE less all charges imposed by ISO-NE for such sales. The Company reserves the right to require the QF to pay any administrative or service fees as may be assessed by the Company.

The Company shall not purchase for resale any capacity or other reserve-related products associated with the QF. The Company will not purchase or own any of the generation attributes associated with the QF.

1. Qualifying Facilities (QFs) Utilizing Net Energy Metering with an Existing Allocation as Defined in Docket No. DE 15-271 Prior to March 2, 2017

Customers will be billed and receive credit for their generation in accordance with Puc 903.02(f) and Puc 903.02(g).

2. Qualifying Facilities (QFs) Utilizing Net Energy Metering with an Existing Allocation as Defined in Docket No. DE 15-271 Prior to March 2, 2017

Customers are required to have metering in accordance with Puc 903.02(c).

vi. Net Energy Metering Alternative Tariff Effective March 2, 2017 through August 31, 2017 (“2017 Interim Alternative Tariff”)

1. Qualifying Facilities (QFs) Utilizing Net Energy Metering with an Allocation as Defined in Docket No. DE 15-271 Determined Beginning on March 2, 2017

Customers will be billed and receive credit for their generation in accordance with Puc 903.02(f) and Puc 903.02(g).

2. Qualifying Facilities (QFs) Utilizing Net Energy Metering with an Allocation as Defined in Docket No. DE 15-271 Determined Beginning on March 2, 2017

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President

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Customers are required to have metering in accordance with Puc 903.02(c).

3. Terms and Conditions

- a) The 2017 Interim Alternative Tariff is in effect on an interim basis beginning on March 2, 2017 and ending on August 31, 2017 (the Interim Period);
- b) The 2017 Interim Alternative Tariff continues the same terms and conditions of the existing standard tariffs, consistent with RSA 362-A:9 and the Puc 900 rules, subject to the further provisions described in paragraphs 3 and 4 below;
- c) The 2017 Interim Alternative Tariff provides that any eligible customer-generator whose qualifying project falls under the interconnecting utility’s allocated share of the 100 megawatt cap set forth in RSA 362-A:9, I, and receives a net metering capacity allocation from the interconnecting utility during the Interim Period, would be subject to the terms and conditions of the 2017 Interim Alternative Tariff until December 31, 2040, notwithstanding any subsequent revision, modification, adoption, approval, revocation, or repeal of any applicable net metering tariff or other alternative regulatory mechanism applicable to eligible customer-generators; and
- d) The 2017 Interim Alternative Tariff provides that, if any utility reaches the applicable cap for net metering as set forth in RSA 362-A:9, I prior to or during the Interim Period, eligible customer-generators whose projects are above that cap would be able to continue to interconnect during the Interim Period subject to the 2017 Interim Alternative Tariff, except that such customer-generators will transition to the Alternative Net Metering Tariff described below as of September 1, 2017.

vii. Net Energy Metering Tariff Effective Beginning on September 1, 2017 in Accordance with Order No. 26,029 Dated June 23, 2017 (“Alternative Net Metering Tariff”)

1. Eligibility

Customer-generators with installations of 100 kW (AC) or less are eligible to participate in net energy metering as a small customer-generator.

Customer-generators with installations of more than 100 kW (AC) are eligible to participate in net energy metering as a large customer-generator if they consume at least twenty percent (20%) of their installation’s production on-site and behind-the-meter. If the on-site consumption of the customer-generator is less than 20% of the installation’s production, the customer will have to be registered as a group host under RSA 362-A:9, XIV. Large customer-generators that meet the 20% on-site consumption threshold have the right to switch to the Alternative Net Metering Tariff by providing written notice of such election to the Company.

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		<u>/s/ Susan L. Fleck</u>
		Susan L. Fleck
Effective:	July 1, 2020	Title: _____
		<u>President</u>

## 2. Metering

Each customer-generator will be required to have a bidirectional net meter installed and owned by the Company at no cost to the customer. Each customer-generator will have the option to have a production meter installed and owned by the Company at no cost to the customer.

## 3. Billing

Customer-generators with installations of 100 kW (AC) or less will be billed for the net electricity imported during each billing period under the same rate schedule that the customer would be billed if it had no generation, except that the Stranded Cost Charge, System Benefits Charge, Electricity Consumption Tax, and Storm Recovery Adjustment Factor will be billed on the full amount of electricity imported by the customer during each billing period.

Customer-generators with installations of 100 kW (AC) or less will be credited over subsequent billing periods for the net surplus electricity exported into the distribution system during each billing period for Energy Service, Transmission, and twenty-five percent (25%) of the Distribution rate under the same rate schedule. No credit will be applicable for the System Benefits Charge, Electricity Consumption Tax, and Storm Recovery Adjustment Factor.

Customer-generators with installations over 100 kW (AC) will be billed under the same rate schedule that the customer would be billed if it had no generation.

Customers with installations over 100 kW (AC) will be credited over subsequent billing periods for surplus electricity exported into the distribution system for Energy Service. No credit will be applied for any other retail delivery rates.

Small customer-generators will receive a monetary credit over subsequent billing periods for the net surplus electricity exported into the distribution system and will not accumulate surplus kWh following each applicable billing period. Large customer-generators will receive a monetary credit over subsequent billing periods for surplus electricity exported into the distribution system and will not accumulate surplus kWh following each applicable billing period.

For customer-generators taking energy service from a Competitive Supplier, the Competitive Supplier may determine the terms, conditions, and prices under which it agrees to provide generation supply to and purchase net generation output from the customer-generators. The Customer will not receive monetary credit over subsequent billing periods for net surplus electricity from the Company for supply. If net energy usage is less than zero, [small customer-generators] that do not receive Default Energy Service from the Company will receive a monetary bill credit for their net electric exports during each billing period calculated at twenty-five percent (25%) of any Distribution charges assessed on a per-kilowatt-hour basis; and any Transmission charges assessed on a per-kilowatt-hour basis.

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Customer-generators with a monetary credit balance exceeding \$100 as of March 31 of each year shall have the option to receive a cash payment for the monetary credit balance. Customer-generators with a monetary credit balance of any amount who move or discontinue service shall receive a cash payment for the full amount of their monetary credit balance.

4. Renewable Energy Certificates

The Company will serve as the independent monitor for customer-generators who elect to receive a Company-owned production meter. The Company will report the electricity production of such customer-generators at least quarterly to NEPOOL-GIS, at no cost to the customer. The Company will file an application on behalf of such customer-generators for Commission certification of the eligibility of their installations to produce renewable energy certificates pursuant to RSA 362-F and the Commission's Puc 2500 rules.

5. Applicable Period of Alternative Net Metering Tariff

Any customer-generator whose installation receives a net metering capacity allocation from the Company on or after September 1, 2017, and any customer-generator with an installation or capacity allocation above the Company's share of the net metering cap under RSA 362-A:9, I prior to or during the Interim Period, will be entitled to be net-metered pursuant to the Alternative Net Metering Tariff until December 31, 2040, notwithstanding any subsequent revision, modification, adoption, approval, revocation, or repeal of any applicable net metering tariff or other alternative regulatory mechanism applicable to customer-generators.

viii. Customers Taking Service Under Rate G-1 and Participating in Net Energy Metering Under the Standard Tariff or the 2017 Interim Alternative Tariff

For customer-generators participating in net energy metering under Puc 900 taking service under schedule Rate G-1, kWh exported during on-peak hours will be banked at the on-peak period, and kWh exported during off-peak hours will be banked at the off-peak period. In the months where the customer's banked kWh is applied to their bill, the kWh banked at the on-peak period will be applied to the amount charged for the on-peak period in that billing month, and the same method will be used for the off-peak period.

ix. Customers Taking Service Under Rate G-1 and Participating in Net Energy Metering Under the Alternative Net Metering Tariff

For customer-generators participating in net energy metering under the Alternative Net Metering Tariff and taking service under schedule Rate G-1, net surplus kWh exported during on-peak hours will be credited at the on-peak rate, and net surplus kWh exported during off-peak hours will be credited at the off-peak rate for subsequent billing periods.

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x. Notification to the Company:

Any QF that plans to sell its electric output to the Company from a facility sized up to 100 kVA or 100 kW must comply with the Company's interconnection requirements as set forth in Granite State Interconnection Standards Provisions For Inverters Sized Up To 100 kVA as found in this Tariff.

For all other QFs, the Company must be notified in writing at least 120 days prior to interconnecting the QF with the Company's facilities. Such notification shall, at a minimum, include the following information:

- a) The name, address and contact information of the applicant and location of the QF.
- b) A brief description of the QF, including a statement indicating whether such facility is a small power production facility or a cogeneration facility.
- c) The primary energy source used or to be used by the QF.
- d) The power production capacity of the QF and the maximum net energy to be delivered to the utility's facilities at any clock hour.
- e) The owners of the QF including the percentage of ownership by any electric utility or by any public utility holding company, or by any entity owned by either.
- f) The expected date of installation and the anticipated on-line date.
- g) The anticipated method of delivering power to the Company.
- h) A description of any power conditioning equipment to be located between the QF and the Company's system.
- i) A description of the type of generator used in the installation of the QF (synchronous, induction, photovoltaic, etc.).

Such notification shall be sent to:

Director of Engineering  
Distribution Engineering Department  
Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty Utilities  
9 Lowell Road  
Salem, NH 03079

The Company will respond to the notification within 30 days and either request additional information regarding the QF or provide site specific interconnection requirements. The Company and the QF shall execute the standard purchase power agreement setting forth the terms of the sale, a form of which is attached in Schedule A of this tariff.

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xi. Grandfathering Provisions

Subsequent sales or other transfers of ownership of a net-metered system or the property upon which the system is located shall be allowed to continue to take service under the same terms and conditions in effect at the time of such sale until 2040, in accordance with RSA 362-A:9,XV and Order No. 25,972, provided that the system is not moved to a different location by the purchaser, transferee, or otherwise.

Small customer-generators may expand their systems by an amount equal to the greater of either 20 kW or 50 percent of existing capacity, provided that in neither case can any such expansion have the effect of changing the system's eligibility from a small to a large customer-generator with capacity in excess of 100 kW.

Large customer-generators may expand their systems by an amount equal to or greater than (1) a system capacity increase of 50 kW, regardless of any on-site load changes, or (2) 110 percent of the customer-generator's annual load, as clearly demonstrated through the customer-generator's documentation of any consecutive 12-months within the previous two years.

In neither case can any such expansion have the effect of changing the system's eligibility from a large customer-generator to an ineligible system with capacity in excess of one megawatt. Expansion of a net-metered system by or for a commercial or industrial customer-generator smaller than the applicable limitation will continue to be grandfathered, while any such expansion in excess of the applicable limitation will result in the entire net-metered system losing its net metering grandfathered status.

Any system modifications must be reported to the Company within 30 days of modification.

Such notification shall be sent to:

Director of Engineering  
Distribution Engineering Department  
Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty Utilities  
9 Lowell Road  
Salem, NH 03079

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Schedule A

Qualifying Facility Purchase Power Agreement

The Agreement is between \_\_\_\_\_, a Qualifying Facility (“QF”) and Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty Utilities (the “Company”) for electric energy purchases by the Company from the QF’s facility located in \_\_\_\_\_, New Hampshire.

Agreement to Purchase

Effective \_\_\_\_\_, the Company agrees to purchase electricity from the QF and the QF agrees to sell electricity to the Company under the terms and conditions of the Company’s tariff for Energy Transactions with Qualifying Facilities as currently in effect or amended by the Company in the Company’s sole discretion and as approved by the New Hampshire Public Utilities Commission. The QF agrees to comply with the terms and conditions of section 31 Purchases from Qualifying Facilities of this tariff and associated policies of the Company that are on file with the New Hampshire Public Utilities Commission as currently in effect or as modified, amended, or revised by the Company and to pay any metering and interconnection costs required under such tariff and policies.

Payments for Energy

QFs not utilizing Net Energy Metering shall have their electric energy output metered and purchased by the Company and then resold into the Real-Time Energy Market administered by ISO New England Inc. (“ISO-NE”). Compensation for such purchases will be equal to the payments received by the Company from ISO-NE less all charges imposed by ISO-NE for such sales. The Company reserves the right to require the QF to pay any administrative or service fees as may be assessed by the Company.

The Company shall not purchase for resale any capacity or other reserve-related products associated with the QF. The Company will not purchase or own any of the generation attributes associated with the QF.

Notice

The Company or QF may terminate this Agreement on thirty (30) days written notice which includes a statement of reasons for such termination.

Agreed and Accepted

Date: \_\_\_\_\_

Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty Utilities

Date: \_\_\_\_\_

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## 52. Interconnection Standards for Inverters Sized Up To 100 KVA

Any person or entity planning to operate a generating facility connected to the Company's facilities must receive approval from the Company prior to connecting the generating facility to the Company's facilities. A generating facility is any device producing electric energy which can range in size from a small residential photovoltaic solar installation to a large commercial generating facility. Inverter-based generating facilities sized up to 100 kVA must meet the standards of this Interconnections Standards Provision. For all other generating facilities, the Company must be contacted for site specific requirements prior to interconnecting the generating facilities with the Company's facilities.

### i. Applicability

This document ("Interconnection Standard") describes the process and requirements for an Interconnecting Customer to connect a Listed inverter based Facility sized up to 100 kVA to the Company's Electric Power System ("Company EPS"), including discussion of technical and operating requirements, and other matters. Non-inverter based Facilities will need to follow the standard interconnection procedures.

If the Facility will always be isolated from the Company's EPS, (i.e., it will never operate in parallel to the Company's EPS), then this Interconnection Standard does not apply.

### ii. Definitions

The following words and terms shall be understood to have the following meanings when used in this Interconnection Standard:

**Affiliate:** A person or entity controlling, controlled by or under common control with a Party.

**Anti-Islanding:** Describes the ability of a Facility to avoid unintentional islanding through some form of active control technique.

**Application:** The notice provided by the Interconnecting Customer to the Company in the form shown in Exhibit A, which initiates the interconnection process.

**Area Network Distribution System:** Electrical service from an EPS consisting of one or more primary circuits from one or more substations or transmission supply points arranged such that they collectively feed secondary circuits serving more than one Interconnecting Customer.

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

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All proposed new sources of electric power that plan to operate in parallel with the Company EPS must submit a completed application to the Company within the Company’s franchise territory where the Facility will be located. The Interconnecting Customer will be notified of the application’s completeness. Interconnecting Customers proposing to interconnect on area networks require a detailed review of the planned interconnection and do not qualify for the Simplified Process. All applications from other Interconnecting Customers must proceed through a series of screens to determine if they meet the requirements for the Simplified Process interconnection path.

v. Simplified Process

Interconnecting Customers using Listed single-phase inverter-based Facilities with power ratings of 100 kVA or less at locations receiving single-phase service from a single-phase transformer, or using Listed three-phase inverter-based Facilities with power ratings of 100 kVA or less at locations receiving three-phase service from a three-phase transformer configuration, and requesting an interconnection on radial EPSs where the aggregate Facility capacity on the circuit is less than 7.5% of circuit annual peak load qualify for Simplified interconnection.

The Simplified Process is as follows:

1. Application process:

- a) Interconnecting Customer submits a Simplified Process application filled out properly and completely (Exhibit A).
- b) Interconnecting customer submits a non-professional engineer stamped electrical one-line diagram of the proposed system.
- c) Company evaluates the application for completeness and notifies the Interconnecting Customer within 10 business days of receipt that the application is or is not complete and, if not, advises what is missing.
- d) Company verifies Facility equipment passes screens 1, 2, and 3 in Figure 1 if a radial EPS, or the screens in Figure 2 if a spot network EPS.
- e) If approved, the Company signs the application approval line and returns the approved application to the Interconnecting Customer. In certain circumstances, the Company may require the Interconnecting Customer to pay for System Modifications before the application is approved. If so, a description of work and an estimate of the cost will be sent back to the Interconnecting Customer for approval. The Interconnecting Customer would then approve via a signature and submit payment for any System Modifications. If the Interconnecting Customer approves, the Company performs the System Modifications. Then, the Company signs the application approval line and sends to the Interconnecting Customer.
- f) Upon receipt of application signed by the Company, the Interconnecting Customer installs the Facility. Then the Interconnecting Customer arranges for inspection of the completed installation by the local electrical wiring

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inspector, or other authority having jurisdiction, and this person signs the Certificate of Completion. If the Facility was installed by an electrical contractor, this person also fills out the Certificate of Completion.

- f) The Interconnecting Customer returns Certificate of Completion to the Company.
- g) Following receipt of the Certificate of Completion, the Company may inspect the Facility for compliance with standards by arranging for a Witness Test. The Interconnecting Customer has no right to operate in parallel until a Witness Test has been performed or has been previously waived by the Company on the Application Form. If the Company elects to conduct a Witness Test, every attempt will be made to conduct it within 10 business days of the receipt of the Certificate of Completion. All projects larger than 10 kVA will need to be witness tested, unless waived by the Company.
- h) Assuming the wiring inspection and/or Witness Test is satisfactory, the Company notifies the Interconnecting Customer in writing that interconnection is authorized. If the Witness Test is not satisfactory, the Company has the right to disconnect the Facility, and will provide information to the Interconnecting Customer describing clearly what is required for approval.
- i) If the Interconnecting Customer does not substantially complete construction within 12 months after receiving application approval from the Company, the Company will require the Interconnecting Customer to reapply for interconnection.

vi. Time Frames

- 1. Unless otherwise noted, all days in the Interconnection Standard reference Company business days under normal work conditions.
- 2. Table 1 lays out the maximum timeframes allowed under the Simplified Review process. The maximum time allowed for the Company to execute the entire Simplified Process is 20 days.

vii. Fees

There are no fees for those Facilities that qualify for the Simplified Process on a radial EPS (except in certain cases where a System Modification would be needed for which the Interconnecting Customer would pay).

In cases where the Facility is larger than 10 kVA, or does not pass the other screens, a Supplemental Review will be conducted. In these instances, the Company will provide a cost estimate to do a Supplemental Review to the Interconnecting Customer.

This review is charged as shown on page 40. If Company services are needed to install temporary metering to complete the Supplemental Review, then these charges will also be included as part of the overall review.

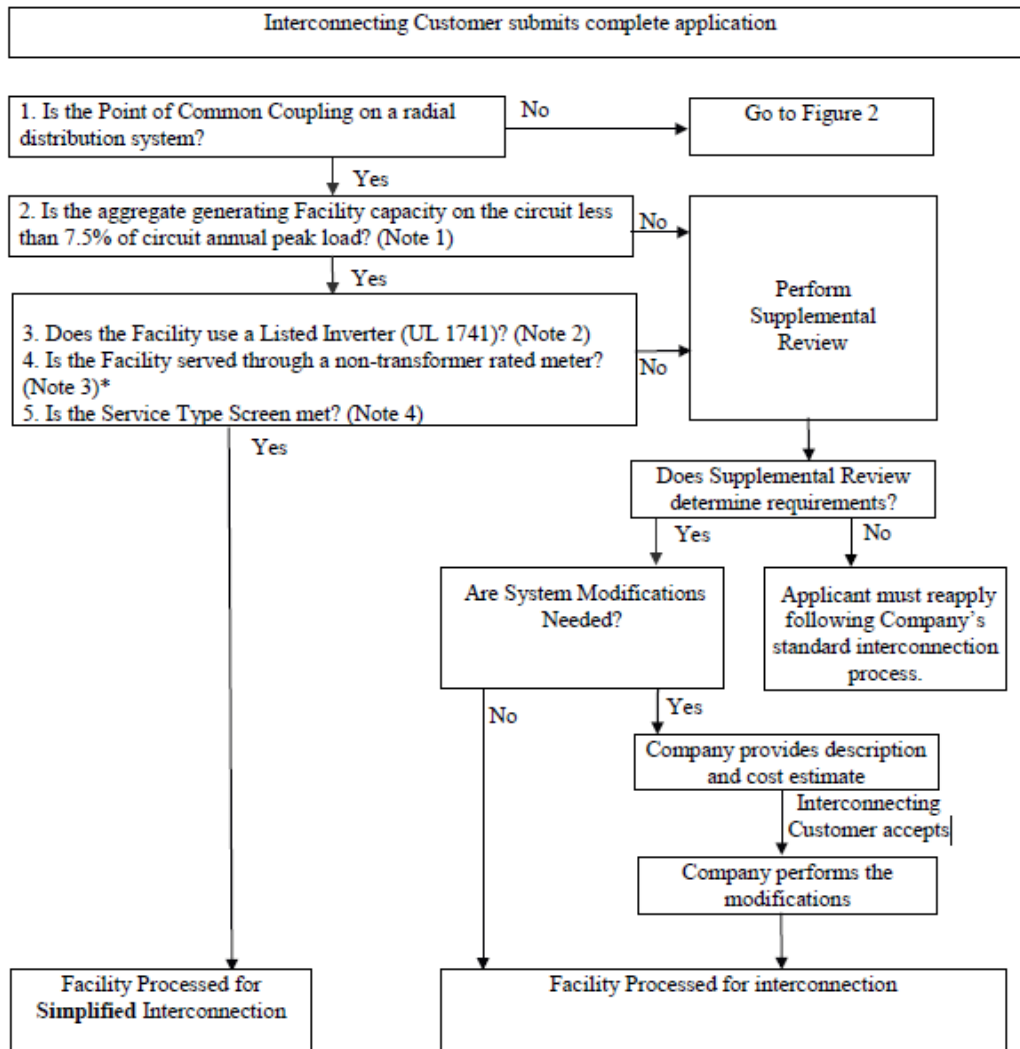
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**Figure 1 – Inverter Based Simplified Interconnection Process**



**Explanatory Notes to Accompany Figure 1**

1. On a typical radial distribution EPS circuit (“feeder”) the annual peak load is measured at the substation circuit breaker, which corresponds to the supply point of the circuit. A circuit may also be supplied from a tap on a higher-voltage line, sometimes called a sub-transmission line. On more complex radial EPSs, where

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bidirectional power flow is possible due to alternative circuit supply options (“loop service”), the normal supply point is the loop tap.

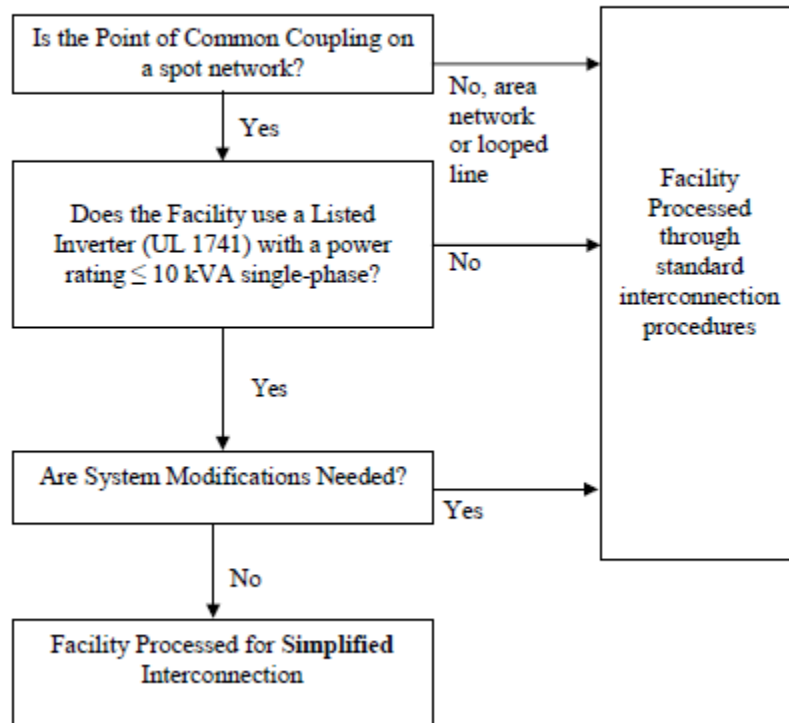
- 2. New Hampshire has adopted UL1741 (Inverters, Converters and Charge Controllers for Use in Independent Power Systems) as an acceptable standard for power systems to comply with IEEE Std 1547 and 1547.1. Equipment listed to UL1741 by a nationally recognized testing laboratory will be considered in compliance with IEEE Std 1547 and 1547.1. An Interconnecting Customer should contact the Facility supplier(s) to determine if its equipment has been listed to either of these standards.
- 3. Facilities connected to the utility through a transformer rated meter will be required to install a fully rated, lockable disconnect switch. The disconnect switch will be located near the service entrance for use by utility personnel.
- 4. This screen includes a review of the type of electrical service provided to the Interconnection Customer, including the service transformer configuration and service type to limit the potential for creating unacceptable voltage imbalance, over-voltage or under-voltage conditions, or service equipment overloads on the Company EPS due to a mismatch between the size and phasing of the energy source, the service loads fed from the service transformer(s), and the service equipment ratings.

To be eligible for the Simplified Process, a Listed inverter-based Facility must be either (1) a single-phase unit on a customer’s local EPS receiving single-phase secondary service at the PCC from a single-phase service transformer, or (2) a three-phase unit on a customer’s local EPS receiving three-phase secondary service at the PCC from a three-phase transformer configuration.

If the proposed Facility is single-phase and is to be interconnected on a center tap neutral of a 240 volt service, its addition will not create an imbalance between the two sides of the 240 volt service of more than 20% of nameplate rating of the service transformer.

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Figure 2 – Simplified Interconnection to Networks



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**Table 1 – Time Frames**

Review Process	Simplified	Simplified Spot Network
<b>Eligible Facilities</b>	Listed Small Inverter	Listed Inverter $\leq$ 10 kVA single-phase
Review Application for completeness	10 days	10 days
Complete Review of all screens	10 days	Site review 30 days if load is known or can be estimated 90 days if load has to be metered
Complete Supplemental Review (if needed) – Note 1		
<b>Total Maximum Days</b>	20 days	100 days
<b>Notice/ Witness Test</b>	< 1 day with 10 day notice or by mutual agreement	1 day with 10 day notice or by mutual agreement
<b>Send Approval to Interconnector</b>		

NOTE 1: When a Supplemental Review is involved, the timelines for a Simplified Process no longer apply. However, the Company will complete the Supplemental Review within 40 days.

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**Exhibit A – Simplified Process Interconnection Application Instructions**

(please do not submit this page)

- i. General Information: If you, the Interconnecting Customer, wish to submit an application to interconnect your generating Facility using the Simplified Process (reference Section iii of the Interconnection Standard for eligibility) please fill out the attached application form completely (not including this page of instructions), including your signature in the space provided. Interconnections that may be eligible for this Simplified Process include UL 1741-Listed inverter-based Facilities that are either (1) connecting to radial electric power systems with power ratings of  $\leq 100$  kVA, or (2) connecting to spot network electric power systems with power ratings of  $\leq 10$  kVA single-phase. Please attach any documentation provided by the inverter manufacturer concerning the UL 1741. Facilities larger than 10 kVA will be required to install a fully rated lockable switch near the service entrance for use by utility personnel.
- ii. Mail all material to: Liberty Utilities, Customer Relations, 9 Lowell Road, Salem, NH 03079 or Email to SMNHNetMetering@libertyutilities.com
- iii. The Simplified Process is as follows:
  - 1. Application process:
    - a) Interconnecting Customer submits a Simplified Application filled out properly and completely.
    - b) Interconnecting Customer submits a non-professional engineer stamped electrical one-line diagram of the proposed system.
    - c) Company evaluates the application for completeness and notifies the Interconnecting Customer within 10 business days of receipt that the application is or is not complete and, if not, advises what is missing.
    - d) Company verifies Facility equipment can be interconnected safely and reliably.
    - e) If approved, the Company signs the application and returns a copy to the Interconnecting Customer.
    - f) Upon receipt of the signed application, the Interconnecting Customer installs the Facility. Then the Interconnecting Customer arranges for inspection of the completed installation by the local electrical wiring inspector, or other authority having jurisdiction, and this person signs the Certificate of Completion. If the Facility was installed by an electrical contractor, this person also fills out the Certificate of Completion.
    - g) In certain circumstances, the Company will require the Interconnecting Customer to pay for System Modifications. If so, a description of work and an estimate will be sent back to the Interconnecting Customer for approval. The Interconnecting Customer would then approve via a signature and payment for the System Modifications. If the Interconnecting Customer approves, the Company performs the System Modifications. Then, the Company signs the application and sends the approved application back to the Interconnecting Customer.

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- h) The Interconnecting Customer returns the Certificate of Completion to the Company.
- i) Following receipt of the Certificate of Completion, the Company may inspect the Facility for compliance with standards by arranging for a Witness Test. Except for a short test by the installer to confirm the system works properly, the Interconnecting Customer has no right to operate in parallel (interconnect) until a Witness Test has been performed or has been previously waived by the Company on the Application Form. The Company is will make every attempt to complete this Witness Test within 10 business days of its receipt of the Certificate of Completion. All projects larger than 10 kVA will need to be witness tested, unless waived by the Company.
- j) Assuming the wiring inspection and/or Witness Test is satisfactory, the Company notifies the Interconnecting Customer in writing that interconnection is authorized. If the Witness Test is not satisfactory, the Company has the right to disconnect the Facility, and will provide information to the Interconnecting Customer describing clearly what is required for approval.
- k) Contact Information: You must provide the contact information for the legal applicant (i.e. the Interconnecting Customer). If other parties are responsible for interfacing with the Company, you should provide their contact information as well.
- l) Ownership Information: Please enter the legal names of the owner or owners of the Facility.
- m) Generating Facility Information: Please consult an actual electric bill from the Electric Service Company and enter the correct Account Number and meter number on this application. If the facility is to be installed in a new location, a temporary number may be assigned by the Electric Company.
- n) Confidentiality: Information on this form will be shared with the Commission and other State Agencies as required.
- o) UL 1741 Listed The standard UL 1741.1 dated May, 2007 or later, "Inverters, Converters, and Controllers for Use in Independent Power Systems," addresses the electrical interconnection design of various forms of generating equipment. Many manufacturers choose to submit their equipment to a Nationally Recognized Testing Laboratory (NRTL) that verifies compliance with UL 1741.1. This term "Listed" is then marked on the equipment and supporting documentation.

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                    President

53. Simplified Process Interconnection Application and Service Agreement

**Contact Information** - Legal name and address of Interconnecting Customer (or, Company name, if appropriate):

Customer/Company Name \_\_\_\_\_ Contact Person \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Email \_\_\_\_\_  
Phone - Daytime \_\_\_\_\_ Evening \_\_\_\_\_ Fax \_\_\_\_\_

**Alternative Contact Information** (e.g, system installation contractor or coordinating company, if appropriate):

Name \_\_\_\_\_ Contact Person \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Email \_\_\_\_\_  
Phone - Daytime \_\_\_\_\_ Evening \_\_\_\_\_ Fax \_\_\_\_\_

**Electrical Contractor Contact Information (if appropriate)**

Name \_\_\_\_\_ Contact Person \_\_\_\_\_ License # \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Email \_\_\_\_\_  
Phone - Daytime \_\_\_\_\_ Evening \_\_\_\_\_ Fax \_\_\_\_\_

**Facility Information**

Address of facility \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Electric Supply Co. \_\_\_\_\_  
Account # \_\_\_\_\_ Meter # \_\_\_\_\_ Gen/Inverter Manu \_\_\_\_\_  
Model Name and # \_\_\_\_\_ Quantity \_\_\_\_\_ Nameplate Rating (kW) \_\_\_\_\_  
(kVa) \_\_\_\_\_ (AC volts) \_\_\_\_\_ Single Phase \_\_\_\_\_ Three Phase \_\_\_\_\_ Battery Backup Y \_\_\_ N \_\_\_  
Net Metering: If renewably fueled, will the account be Net Metered? Y \_\_\_ N \_\_\_  
Prime Mover: Photovoltaic \_\_\_ Recip'g Engine \_\_\_ Fuel Cell \_\_\_ Turbine \_\_\_ Other \_\_\_\_\_  
Energy Source: Solar \_\_\_ Wind \_\_\_ Hydro \_\_\_ Diesel \_\_\_ Nat Gas \_\_\_ Fuel Oil \_\_\_ Other \_\_\_\_\_  
UL 1741.1 (IEEE1547.1) Listed? Y \_\_\_ N \_\_\_ External Manual Disconnect Y \_\_\_ N \_\_\_  
Estimated Install Date \_\_\_\_\_ Estimated In-Service Date \_\_\_\_\_  
Production Meter Requested Y \_\_\_ N \_\_\_ System Design Capacity \_\_\_\_\_ kW/kVa

**Interconnecting Customer Signature**

**I hereby certify that, to the best of my knowledge, all of the information provided in this application is true and I agree to the Terms and Conditions on the following page:**

Please attach any documentation provided by the inverter manufacturer describing the inverter's UL 1741 listing.

**Customer Signature** \_\_\_\_\_ **Title** \_\_\_\_\_ **Date** \_\_\_\_\_

**Approval to Install Facility (For Company Use Only):** Installation of the Facility is approved contingent upon the terms and conditions of this Agreement, and agreement to any system modifications, if required.

Are system modifications required? Y \_\_\_ N \_\_\_

Company Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**Company waives inspection/Witness test? Y \_\_\_ N \_\_\_**

**Application Number** \_\_\_\_\_

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Title: President

54. Terms and Conditions for Simplified Process Interconnections

1. Construction of the Facility. The Interconnecting Customer may proceed to construct the Facility in compliance with the specifications of its Application once the Approval to Install the Facility has been signed by the Company.
2. Interconnection and operation. The Interconnecting Customer may operate Facility and interconnect with the Company's system once all of the following has occurred.
3. Municipal Inspection. Upon completing construction, the Interconnecting Customer will cause the Facility to be inspected or otherwise certified by the local electrical wiring inspector with jurisdiction.
4. Certificate of Completion. The Interconnecting Customer returns the Certificate of Completion to the Agreement to the Company at address noted.
5. Company has completed or waived the right to inspection.
6. Company Right of Inspection. The Company will make every attempt within ten (10) business days after receipt of the Certificate of Completion, and upon reasonable notice and at a mutually convenient time, conduct an inspection of the Facility to ensure that all equipment has been appropriately installed and that all electrical connections have been made in accordance with the Interconnection Standard. The Company has the right to disconnect the Facility in the event of improper installation or failure to return Certificate of Completion. All projects larger than 10 kVA will be witness tested, unless waived by the Company.
7. Safe Operations and Maintenance. The Interconnecting Customer shall be fully responsible to operate, maintain, and repair the Facility.
8. Disconnection. The Company may temporarily disconnect the Facility to facilitate planned or emergency Company work.
9. Metering and Billing. All renewable Facilities approved under this Agreement that qualify for net metering, as approved by the Commission from time to time, and the following is necessary to implement the net metering provisions:
10. Interconnecting Customer Provides: The Interconnecting Customer shall furnish and install, if not already in place, the necessary meter socket and wiring in accordance with accepted electrical standards. In some cases the Interconnecting Customer may be required to install a separate telephone line.
11. Company Installs Meter. The Company will make every attempt to furnish and install a meter capable of net metering within ten (10) business days after receipt of the Certificate of

Issued: July 1, 2020

Issued by: \_\_\_\_\_ /s/ Susan L. Fleck

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Susan L. Fleck  
Title: President

Completion if inspection is waived, or within 10 business days after the inspection is completed, if such meter is not already in place.

i. Indemnification

Interconnecting Customer and Company shall each indemnify, defend and hold the other, its directors, officers, employees and agents (including, but not limited to, Affiliates and contractors and their employees), harmless from and against all liabilities, damages, losses, penalties, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of, or are in any manner connected with, the performance of this Agreement by that party, except to the extent that such injury or damages to unaffiliated third parties may be attributable to the negligence or willful misconduct of the party seeking indemnification.

ii. Limitation of Liability

Each party's liability to the other party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either party be liable to the other party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever.

iii. Termination of Agreement

1. Termination. This Agreement may be terminated under the following conditions:
  - a) By Mutual Agreement. The Parties agree in writing to terminate the Agreement.
  - b) By Interconnecting Customer. The Interconnecting Customer may terminate this Agreement by providing written notice to Company.
  - c) By Company. The Company may terminate this Agreement (1) if the Facility fails to operate for any consecutive 12 month period, or (2) in the event that the Facility impairs or, in the good faith judgment of the Company, may imminently impair the operation of the electric distribution system or service to other customers or materially impairs the local circuit and the Interconnecting Customer does not cure the impairment.

iv. Assignment/Transfer of Ownership of the Facility

This Agreement shall survive the transfer of ownership of the Facility to a new owner when the new owner agrees in writing to comply with the terms of this Agreement and so notifies the Company.

Issued: July 1, 2020

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Effective: July 1, 2020

Susan L. Fleck  
Title:                     President

v. Interconnection Standard

These Terms and Conditions are pursuant to the Company’s “Interconnection Standards for Inverters Sized Up to 100 kVA” for the Interconnection of Customer-Owned Generating Facilities, as approved by the Commission and as the same may be amended from time to time (“Interconnection Standard”). All defined terms set forth in these Terms and Conditions are as defined in the Interconnection Standard (see Company’s website for the complete document).

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Effective: July 1, 2020

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                  President

55. Certificate of Completion for Simplified Process Interconnections

**Installation Information**

Check if owner installed

Customer/Company Name \_\_\_\_\_ Contact Person \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Email \_\_\_\_\_  
Phone - Daytime \_\_\_\_\_ Evening \_\_\_\_\_ Fax \_\_\_\_\_

Address of facility (if different from above) \_\_\_\_\_  
Mailing Address \_\_\_\_\_ City \_\_\_\_\_  
State \_\_\_\_\_ Zip Code \_\_\_\_\_ Generation Vendor \_\_\_\_\_ Contact Person \_\_\_\_\_

I hereby certify that the system hardware is in compliance with Puc 900.

Vendor Signature \_\_\_\_\_ Date \_\_\_\_\_

**Electrical Contractor Contact Information (if appropriate)**

Name \_\_\_\_\_ Contact Person \_\_\_\_\_ License # \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Email \_\_\_\_\_  
Phone - Daytime \_\_\_\_\_ Evening \_\_\_\_\_ Fax \_\_\_\_\_

Date of approval to install Facility granted by the Company \_\_\_\_\_ Installation Date \_\_\_\_\_

Application ID number \_\_\_\_\_

**Inspection**

The system has been installed and inspected in compliance with the local Building/Electrical Code of (City/County)  
\_\_\_\_\_

Signed by (Local Electrical Wiring Inspector, or attach signed electrical inspection):

Signed: \_\_\_\_\_ Printed: \_\_\_\_\_ Date: \_\_\_\_\_

**Customer Certification**

I hereby certify that, to the best of my knowledge, all the information contained in this Interconnection Notice is true and correct. This system has been installed and shall be operated in compliance with applicable electrical standards and the initial startup test required by Puc 905.04 has been successfully completed.

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

As a condition of interconnection you are required to send/email a copy of this form to:

Liberty Utilities (Granite State Electric) d/b/a Liberty Utilities  
Engineering  
9 Lowell Road  
Salem, NH 03079  
Email: [SMNHNetMetering@libertyutilities.com](mailto:SMNHNetMetering@libertyutilities.com)

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Issued by: \_\_\_\_\_ /s/ Susan L. Fleck

Effective: July 1, 2020

Susan L. Fleck  
Title: President

56. Supplemental Review Agreement

This Agreement, dated \_\_\_\_\_, is entered into by and between (name, address) \_\_\_\_\_ (“Interconnecting Customer”) and the Company, for the purpose of setting forth the terms, conditions and costs for conducting a Supplemental Review relative to the Interconnection Process as defined in Sections iii – x of the Interconnection Standard. This Supplemental Review pertains to the interconnection application the Interconnecting Customer has filed for interconnecting a \_\_\_\_ kVA Facility at \_\_\_\_\_ (address of Facility).

If the Supplemental Review determines the requirements for processing the application including any System Modifications, then the modification requirements and costs for those modifications will be identified and included in a billing statement sent by the Company to the Interconnecting Customer for authorization and payment. If the Supplemental Review does not determine the requirements, it will include a proposed Impact Study Agreement as part of the Company’s standard interconnection process which will include an estimate of the cost of the study.

The Interconnecting Customer agrees to provide, in a timely and complete manner, all additional information and technical data necessary for the Company to conduct the Supplemental Review not already provided in the Interconnecting Customer’s application.

All work pertaining to the Supplemental Review that is the subject of this Agreement will be approved and coordinated only through designated and authorized representatives of the Company and the Interconnecting Customer. Each party shall inform the other in writing of its designated and authorized representative, if different than what is in the application.

The Company shall perform the Supplemental Review for a fee provided in the table below.. The Company anticipates that the Supplemental Review will cost \$\_\_\_\_. No work will be performed until payment is received.

Project Size (Max AC Rating of Inverters)	Supplemental Review Fee
>10 kW to 30 kW	\$125
>30 kW to 50 kW	\$500
>50 kW to 100 kW	\$1000

Please indicate your acceptance of this Agreement by signing below.

\_\_\_\_\_  
Interconnecting Customer

\_\_\_\_\_  
Date

Issued: July 1, 2020

Issued by: \_\_\_\_\_ /s/ Susan L. Fleck

Effective: July 1, 2020

Susan L. Fleck  
Title: President

57. Line Extensions – Policy 1: Individual Residential Customers

In areas in which Delivery Service by the Company is authorized, the Company will extend its single-phase or three-phase distribution facilities or upgrade its single-phase distribution facilities to three-phase distribution facilities to a maximum of 5,280 feet in length to serve Customers under Residential Delivery Service Rate D and Rate D-10, as follows:

i. Applicability

When an individual residential Customer (“Customer”) requests that a distribution line be extended to serve the Customer’s single family or duplex home the terms of this policy shall apply.

This policy provides for standard single phase residential service. Service above and beyond standard residential service may result in additional cost to the Customer. Additional information is contained in the Company’s “Specification for Electrical Installations” booklet located on the Company’s website and the Company’s Terms and Conditions as filed with the New Hampshire Public Utilities Commission.

ii. Temporary Service

This policy shall not apply to lines constructed for temporary service. Temporary service is defined in the Company’s Terms and Conditions. The Company should be contacted regarding the cost and availability of temporary service.

iii. Outdoor Lighting

This policy shall not apply to outdoor lighting. All outdoor lighting installations will be made in accordance with the Company’s tariffs approved by the New Hampshire Public Utilities Commission. The Company should be consulted regarding street light rates, costs and availability.

iv. Construction of Facilities

1. Line Extension on Public Way and Private Property

No distinction shall be made between line extensions on public ways or private property except where specifically noted.

Pursuant to RSA 370:12, Customers requiring a line extension on private property may opt to hire and pay a private line contractor, licensed by the state and approved by the Company, to construct such power line extension on private property. The contractor shall supply and install all materials as specified by the Company. All line extensions must be designed by the Company and built to its specifications in order for the Company to assume ownership of the line.

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Susan L. Fleck

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The Company has the right to refuse to accept a line extension that does not conform to the Company’s specifications. Customers may not contract with private line contractors to construct line extensions along public ways.

## 2. Overhead Line Extension

The Company shall be responsible for:

- a) installing, owning and maintaining all poles, primary and secondary wires, transformers, service drops, meters, etc. that, in its opinion, are required to provide adequate service;
- b) designating the location of all Company owned equipment, the service entrance and meter location(s) at the house and,
- c) blasting and tree trimming and removal along public ways; the Company may charge the Customer the cost of such blasting and tree trimming and removal if, in the Company’s opinion, such estimated cost is in excess of 50% of the average cost per foot.

The Customer, at no cost to the Company, shall be responsible for blasting and tree trimming and removal on private property in accordance with the Company’s specifications and subject to the Company’s inspection.

## 3. Underground Line Extension

The Company will install, own and maintain a single phase residential service from the Company’s distribution system to the service point for residential customers. The responsibilities of the Company and Customer are defined in Electric Service Bulletin No. 750, Specifications for Electrical Installations, found here: [https://new-hampshire.libertyutilities.com/uploads/2019%20Version%203.0\\_ESB750%20Specifications%20for%20Electrical%20Installations.pdf](https://new-hampshire.libertyutilities.com/uploads/2019%20Version%203.0_ESB750%20Specifications%20for%20Electrical%20Installations.pdf)

## v. Payment Required

### 1. Overhead Line Extension

The “Overhead Cost per Foot” will be a predetermined cost per foot calculated by the Company. This cost is located in the Schedule of Fees for Line Extensions in the Company’s Terms and Conditions.

The Company will provide a predetermined length of overhead distribution line, plus a service drop per house, free of charge (“Allowed Overhead Line Distance per House”). The service drop is considered to be from the last pole to the house.

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                                President

The “Allowed Overhead Line Distance per House” will be a predetermined distance per home as stated in the Schedule of Fees for Line Extensions in the Company’s Terms and Conditions.

If the total line distance required to serve the house is in excess of the “Allowed Overhead Line Distance per House,” there will be a charge to the Customer (“Overhead Installation Charge”).\

The “Overhead Installation Charge” payable by the Customer will be equal to the “Overhead Cost per Foot” times the number of feet in excess of the “Allowed Overhead Line Distance per House.”

## 2. Underground Line Extension

The Customer shall pay the estimated cost derived by multiplying the length of the Underground System in excess of Three Hundred (300) feet, including normal service drops, by the average cost per foot on page 76 Section i.1. and adding the result to the excess cost of any padmounted transformers to be installed. The excess cost of a padmounted transformer is the amount by which the cost of a padmounted transformer exceeds the cost of an equivalent pole-mounted transformer. The Customer shall pay all excavating, backfilling, and conduits shall be provided by the Customer subject to approval by the Company.

If an overhead line extension is built in combination with an underground line extension, the credit for the “Allowed Overhead Line Distance” will only be applied once.

If an existing overhead line extension is converted to an underground line extension, the Customer will not receive the credit associated with the first 300 feet.

## 3. Payment Terms

If the “Overhead/Underground Installation Charge” is less than \$3,000, the Customer will be required to pay the entire amount before the start of the construction.

If the “Overhead/Underground Installation Charge” is \$3,000 or greater, the Customer will have the option to either pay the entire amount before the start of the construction, or sign an agreement to pay the amount in 60 equal monthly payments, plus interest at the rate of interest applicable to the Company’s Customer deposit accounts at the time of execution of the payment agreement.

The Company reserves the right to place a lien on the property until such time that the obligation is fulfilled.

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Susan L. Fleck  
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#### 4. More Than One Customer

Where overhead service is requested by more than one Customer under this policy at the same time, for the same line, the “Overhead Installation Charge” will be apportioned among those Customers, based on the amount of line attributable to each Customer. The Company will determine the equitable apportioning of the total estimated construction costs between the Customers. The calculation of the “Overhead Installation Charge” shall allow for a credit equal to “Allowed Overhead Line Distance per House” for each Customer.

#### 5. Customer Added After Initial Construction

At the original Customer’s request, if a new Customer (or group of Customers) is supplied service from facilities constructed under this policy, and if such service begins within five years from the date of the first payment received by the Company from the original Customer or group of Customers, the Company will require such new Customer(s) to make a prorated contribution to the payment of the initial “Overhead Installation Charge.” Any contribution received from a new Customer(s) will be used to proportionately reduce the original Customer’s “Overhead Installation Charge.” The Company will determine the equitable apportioning of the total estimated construction costs between the Customers. However, no refunds will be paid in excess of the original Customer(s) “Overhead Installation Charge.” In addition, a credit for the “Allowed Overhead Line Distance per House” for each Customer will be applied.

#### 6. Change of Customer

The Customer must agree, as a condition for the line extension monthly payments, that if the Customer sells, leases or otherwise transfers control and use of the home to another individual (“New Occupant”), and such “New Occupant” opens a new account with the Company, the Customer will obtain an agreement from the “New Occupant” to pay the remaining balance as prescribed in the agreement of the Overhead Installation Charge that would have been owed by the Customer at that location. Unless the “New Occupant” signs a new superseding payment agreement with the Company, the original Customer will remain personally liable for the balance owed.

#### 7. Line Extension Agreement

The Company may require the Customer to sign an agreement setting forth the terms of this policy and any other terms that the Company deems are reasonably necessary in connection with the installation to the Customer’s home, provided that such terms are not inconsistent with the terms expressed in this policy.

The Company, at its sole discretion, may refuse the request for a line extension if appropriate permits and easements cannot be obtained or if applicable codes and standards cannot be met.

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Issued by: \_\_\_\_\_ /s/ Susan L. Fleck

Susan L. Fleck

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Title: President

The Company will begin construction when the service agreement and easement (if required) are signed and the payment is received.

The Company may, at its option, decline to undertake construction during the period of December 1 to April 1 of each year.

vi. Failure of Underground Facilities Which are the Subject of Customer Ownership

Individual residential line extensions installed prior to January 1, 2019, are owned by the Customer and thus the Customer is responsible for replacement of facilities owned by the customer, if failure occurs. At the request of the Customer, the Company will replace the underground line extension at the Customer's cost calculated in v.2. above. The Customer will be required to sign an authorization agreement, install the conduit to the Company's specifications, and once complete, the Company will replace the cable, and take ownership. The Customer is responsible for all requirements under iv.3. prior to installation of the replacement line extension including removal of all required foundations (except for Company boxpad foundations), handholes, manholes, grounding systems, primary and secondary cable, and conduit including, but not limited to, spacers, glue and pulling strings. The Customer is responsible for any requirement regarding the removal or abandonment of the Customer Owned failed system on private property. Section vi. Is not intended for emergency situations.

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Title: President

58. Line Extensions – Policy 2: Residential Developments

i. General Applicability

When a developer, contractor, builder or other entity other than an individual residential Customer (“Customer”) proposing to construct individual homes or a residential development of single family or duplex homes, requests that distribution lines be constructed to serve the homes or development and no suitable distribution facilities exist, the terms of this policy shall apply. This policy applies to a Customer whenever it is building more than one single family or duplex home. Policy 2 applies to the subdivision mainline only. Individual services will fall under Policy 1.

This policy provides for standard single phase residential service. Service above and beyond standard residential service may result in additional cost to the Customer. Additional information is contained in the Company’s “Specification for Electrical Installation” booklet located on the Company’s website and the Company’s Terms and Conditions as filed with the New Hampshire Public Utilities Commission.

ii. Temporary Service

This policy shall not apply to lines constructed for temporary service. Temporary service is defined in the Company’s Terms and Conditions. The Company should be contacted regarding the cost and availability of temporary service.

iii. Outdoor Lighting

This policy shall not apply to outdoor lighting. All outdoor lighting installations will be made in accordance with the Company’s tariffs approved by the New Hampshire Public Utilities Commission. The Company should be consulted regarding outdoor lighting rates, costs and availability.

iv. Construction of Facilities

1. Line Extension on Public and Private Ways

No distinction shall be made between line extensions on public ways or private ways except where specifically noted.

Pursuant to RSA 370:12, Customers requiring a line extension on private property may opt to hire and pay a private line contractor, licensed by the state and approved by the Company, to construct such power line extension on private property. The contractor shall supply and install all materials as specified by the Company. All line extensions must be designed by the Company and built to its specifications in order for the Company to assume ownership of the line. The Company has the right to refuse to accept a line extension that does not conform to the Company’s specifications.

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 Title: President

Customers may not contract with private line contractors to construct line extensions along public ways.

## 2. Overhead Line Extension

The Company shall be responsible for:

- a) installing, owning and maintaining all poles, primary and secondary wires, transformers, service drops, meters, etc. that, in its opinion, are required to provide adequate service;
- b) designating the location of all Company owned equipment, excluding street lights, and the service entrance and meter location(s) at each house, and
- c) blasting and tree trimming and removal along public ways; the Company may charge the Customer the cost of such blasting and tree trimming and removal if in the Company's opinion such estimated cost is in excess of 50% of the average cost per foot.

The Customer, at no cost to the Company, shall be responsible for blasting and tree trimming and removal on private property, including roadways not accepted as public, and ways by the municipality, in accordance with the Company's specifications and subject to the Company's inspection.

The Company may, at its discretion, construct the distribution line in segments, rather than all at once in the proposed development. The Company may, at its option, be exempt from undertaking construction during the period of December 1 to April 1 each year.

## 3. Underground Line Extension

The Company will install, own and maintain a single phase residential service from the Company's distribution system for residential customers. The responsibilities of the Company and Customer are defined in Electric Service Bulletin No. 759A, Specifications for Electrical Installations – Underground Residential Distribution (URD) Installation and Responsibility Guide, found here: [https://new-hampshire.libertyutilities.com/uploads/URD%20Installation%20%20Responsibility%20Guide%20\(ESB%20759A\)%20-%20202018.pdf](https://new-hampshire.libertyutilities.com/uploads/URD%20Installation%20%20Responsibility%20Guide%20(ESB%20759A)%20-%20202018.pdf)

The Company may, at its discretion, construct the distribution line in segments, rather than all at once in the proposed development. The Company may, at its option, be exempt from undertaking construction during the period of December 1 to April 1 each year.

## 4. Plans and Other Documents

The total number of house lots proposed to be constructed will be provided in advance to the Company by the Customer, along with a complete copy of the subdivision plans approved by the planning board in the municipality, if such is required by the municipality. The Company need not begin design work prior to receipt of the approved plans.

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Susan L. Fleck

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Title:                     President

The Company may require the Customer to provide, in advance and at no cost to the Company:

- a) a copy of the approval of the planning board for the subdivision;
- b) a copy of all permits and approvals that have been obtained for constructing the development;
- c) easements, drafted by the Company, for all facilities required to serve the development;
- d) the name and address of the financial institution providing financing for the development, including a contact person and phone number; a copy of
- e) a street light proposal for the development, approved by the municipality, or written notice from the municipality that street lighting will not be required;
- f) if installation is requested after construction is complete, additional costs, may be borne by the municipality and/or Customer if the tariff does not collect all costs of construction;
- g) a schedule of Customer's best estimate for the construction of homes in the development; and such other reasonable information that may be requested to confirm the viability of the development.

v. Payment Required

1. Overhead Installation Charge

Centerline Feet Calculation: The centerline feet calculation will be defined as the total length of all roadways within the subdivision.

The "Overhead Cost per Centerline Foot" will be a predetermined cost per centerline foot calculated by the Company. This cost is located in Schedule of Fees for Line Extensions in the Company's Terms and Conditions.

The "Overhead Cost per Centerline Foot" assumes that service points are in close proximity to roadways. The Company reserves the right to require the Customer to pay any excess costs to reach the service point when more than one span of wire is required to reach the service point from the roadway.

The Company will provide a predetermined length of centerline feet per house lot free of charge ("Allowed Overhead Distance per House"). The "Total Allowed Overhead Distance" for the development is equal to the number of house lots times the "Allowed Overhead Distance per House." The predetermined "Allowed Overhead Distance per House" can be located in Schedule of Fees for Line Extensions in the Company's Terms and Conditions.

If the total centerline feet within the development are greater than the "Total Allowed Overhead Distance," then there will be a charge to the Customer ("Overhead Installation Charge").

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The “Overhead Installation Charge” will be equal to the “Overhead Cost Per Centerline Foot” times the number of centerline feet in excess of the “Total Allowed Overhead Distance,” and shall be paid by the Customer in advance of the Company’s construction and is non-refundable if the line is built.

## 2. Underground Installation Charge

The “Underground Cost per Centerline Foot” will be a predetermined cost per centerline foot calculated by the Company. This cost is located in the Schedule of Fees for Line Extensions in the Company’s Terms and Conditions.

The “Underground Cost per Centerline Foot” is calculated assuming all Company facilities terminate within 2 feet of the roadway. The Company will provide a predetermined length of centerline feet per house lot free of charge (“Allowed Underground Distance per House”).

The “Total Allowed Underground Distance” for the development is equal to the number of house lots times the “Allowed Underground Distance per House.” The predetermined “Allowed Underground Distance per House” can be located on page 76 of this tariff.

If the total centerline feet within the development are greater than the “Total Allowed Underground Distance”, then there will be a charge to the Customer (“Underground Installation Charge”).

The “Underground Installation Charge” will be equal to the “Underground Cost Per Centerline Foot” times the number of centerline feet in excess of the “Total Allowed Underground Distance.” The “Underground Installation Charge” shall be paid by the Customer in advance of the Company’s construction and is non-refundable if the line is built.

For underground residential developments requesting underground service to the home, the request will fall under Policy 1.

## 3. Additional Advance Payments

If there is a cost to get to the limits of the development, the Company may charge the Customer this additional cost.

## 4. Line Extension Agreement

The Company may require the Customer to sign an agreement setting forth the terms of this policy and any other terms that the Company deems are reasonably necessary in connection with

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Title: President



the installation to the Customer’s home, provided that such terms are not inconsistent with the terms expressed in this policy.

The Company, at its sole discretion, may refuse the request for a line extension if appropriate permits and easements cannot be obtained or if applicable codes and standards cannot be met. The Company will begin construction when the service agreement and easement (if required) are signed and the payment is received.

The Company may, at its option, decline to undertake construction during the period of December 1 to April 1 of each year.

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Susan L. Fleck

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Title:   President

59. Line Extensions – Policy 3: Individual Commercial and Industrial Customers

i. General Applicability

When a commercial or industrial Customer, developer, contractor, builder or other entity (“Customer”) requests service for new or increased load to a single lot, the terms of this policy shall apply.

Additional information is contained in the Company’s “Specification for Electrical Installation” booklet located on the Company’s website and the Company’s Terms and Conditions as filed with the New Hampshire Public Utilities Commission.

ii. Temporary Service

This policy shall not apply to lines constructed for temporary service. Temporary service is defined in the Company’s Terms and Conditions. The Company should be contacted regarding the cost and availability of temporary service.

iii. Outdoor Lighting

This policy shall not apply to outdoor lighting. All outdoor lighting installations will be made in accordance with the Company’s tariffs approved by the New Hampshire Public Utilities Commission. The Company should be consulted regarding outdoor lighting rates, costs and availability.

iv. Construction of Facilities

1. Line Extension on Public and Private Ways

No distinction shall be made between line extensions on public ways or private ways except where specifically noted.

Pursuant to RSA 370:12, Customers requiring a line extension on private property may opt to hire and pay a private line contractor, licensed by the state and approved by the Company, to construct such power line extension on private property. The contractor shall supply and install all materials as specified by the Company. All line extensions must be designed by the Company and built to its specifications in order for the Company to assume ownership of the line. The Company has the right to refuse to accept a line extension that does not conform to the Company’s specifications. Customers may not contract with private line contractors to construct line extensions along public ways.

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Susan L. Fleck

Title: President

## 2. Overhead Line Extension

When overhead service is requested, the Company shall be responsible for:

- a) installing, owning and maintaining all poles, primary and secondary wires, transformers, service drops, meters, etc. that, in its opinion, are required to provide adequate service;
- b) designating the location of all Company owned equipment, excluding street lights, and the service entrance and meter location(s) and.
- c) blasting and tree trimming and removal along public ways; the Company may charge the Customer the cost of such blasting and tree trimming and removal if, in the Company’s opinion, such cost is excessive. The cost of the blasting and tree trimming is included in (C) of the formula which is found in section 59.vi.1.

The Customer, at no cost to the Company, shall be responsible for blasting and tree trimming and removal on private property, including roadways not accepted as public ways by the municipality, in accordance with the Company’s specifications and subject to the Company’s inspection.

## 3. Underground Line Extension

The Company will install, own and maintain primary service from the Company’s distribution system for commercial and industrial customers. The responsibilities of the Company and Customer are defined in Electric Service Bulletin No. 759B, Specifications for Electrical Installations – Underground Commercial Distribution (UCD) Installation and Responsibility Guide found here: [https://new-hampshire.libertyutilities.com/uploads/UCD%20Installation%20%20Responsibility%20Guide%20\(759B\)%20-%20202018.pdf](https://new-hampshire.libertyutilities.com/uploads/UCD%20Installation%20%20Responsibility%20Guide%20(759B)%20-%20202018.pdf)

The Company may, at its option, be exempt from undertaking construction during the period of December 1 to April 1 each year.

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Effective: July 1, 2020

Susan L. Fleck  
Title:   President

4. Plans and Documentation

The Company may require the Customer to provide, in advance of engineering design and at no cost to the Company:

- a) a complete copy of construction plans including the site plans approved by the planning board in the municipality, if such is required by the municipality;  
the estimated new or additional electrical loads, as far as is known by the Customer; or the names and estimated loads of proposed tenant or buyer for the building or the proposed type of occupant, as far as is known by the Customer;
- b) barring a known occupant, the Customer’s best estimates of the likely load of the proposed building; all applicable documents required for the Company to prepare an easement for its facilities to be installed on private property;
- c) a copy of the approval of the planning board for the subdivision, if such is required;
- d) a copy of all permits and approvals that have been obtained for construction;
- e) the name and address of the financial institution providing financing for the Customer, including a contact person and phone number;  
a schedule of the Customer’s best estimate for construction;  
and such other reasonable information that may be requested

v. Payment Required

1. Construction Advance

Facilities in excess of those required to meet the distribution service requirements of the Customer are outside the scope of this policy and may entail additional payments from the Customer.

In accordance with the Formula below (the “Formula”), the Company shall determine whether a payment, by the Customer, of a Construction Advance shall be required. The Construction Advance shall be paid in full prior to the start of any construction.

$$\text{Construction Advance (A)} = C - (R/k)$$

Where:

A = the Construction Advance paid to the Company by the Customer.

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C = the total estimated cost of construction for facilities required exclusively to meet the distribution service requirement of the Customer. This cost includes capital and non-capital costs. Where these new or upgraded facilities are not solely to provide service to the Customer, the Company shall appropriately apportion these costs.

R = the annual Distribution Revenue derived from the Customer within the first year following the completion of the Company's construction of the facilities.

k = the annual carrying charges measured at the time of construction, expressed as a decimal.

Where the calculation of (A) results in a positive number, a construction advance in the amount of (A) shall be required from the customer. Where the calculation of (A) results in a negative number, (A) shall be considered to be zero. When the calculation of (A) results in a construction advance of \$500 or less, the payment of the construction advance will be waived.

The Company shall exercise good faith in making each estimate and determination required above.

Any revenues from Energy Service shall be excluded from this calculation.

## 2. Refund

Whenever the Company collects a Construction Advance from the Customer, the Customer has the option to request the Company to perform a one-time recalculation of the Construction.

Advance payment using actual construction costs and actual distribution revenue to determine if a refund of all or a portion of the original payment is warranted. The request for the one-time review may be made at any time between twelve and thirty-six months after commencement of delivery of electricity.

To determine the refund the Construction Formula shall be modified as follows:

C = the actual cost of construction. If the actual cost of construction exceeds the estimate, then the estimated cost of construction shall be used. This cost includes capital and non-capital costs. Where these new or upgraded facilities are not solely to provide service to the Customer, the Company shall appropriately apportion these costs.

R = the actual additional annual distribution revenue for the most recent twelve months.

k = the annual carrying charge factor, expressed as a decimal.

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If a lower or negative (A) results from applying the Formula as so modified, and if, in the Company’s opinion, a risk does not exist regarding either a future reduction in the level of the Customer’s usage or the collectability of the Customer’s account, then the Company shall refund a portion of, or the entire calculated Construction Advance or the full cost of construction, without interest. In no case shall the amount refunded exceed the original construction advance (A), nor shall the review result in additional payments from the Customer, unless excess costs are caused by the Customer.

### 3. Additional Payment

When in the Company’s opinion, more than 32 hours of engineering is required to determine the method of service or prepare construction estimates, the Company will estimate the cost of such engineering. The Company may charge the Customer the excess of 32 hours of engineering before engineering begins. If construction is undertaken, this payment will be applied to any required construction advance. If construction is not undertaken, the Company will refund any balance not spent. If no Construction Advance is required, the entire Additional Advance Payment will be refunded unless excess costs are caused by the Customer.

#### vi. Failure of Primary Underground Facilities Which are the Subject of Customer Ownership

Individual C&I customer line extensions installed prior to January 1, 2019, are owned by the Customer and thus the Customer is responsible for replacement of facilities owned by the customer, if failure occurs. At the request of the Customer, the Company will replace the underground line extension at the Customer’s cost. The Customer will be required to sign an authorization agreement, install the conduit to the Company’s specifications, and once complete, the Company will replace the cable, and take ownership. The Customer is responsible for all requirements under iv.3. prior to installation of the replacement line extension including removal of all required foundations (except for Company boxpad foundations), handholes, manholes, grounding systems, primary cable, and conduit including, but not limited to, spacers, glue and pulling strings. The Customer is responsible for any requirement regarding the removal or abandonment of the Customer Owned failed system on private property. Section vi. is not intended for emergency situations.

The Company may be the contractor of last resort for incidental repairs, which does not result in ownership of the customer-owned underground primary service.

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60. Line Extensions – Policy 4: Commercial and Industrial Developments

i. Applicability

When a developer, contractor, builder or other entity (“Customer”) proposes to construct a commercial or industrial development and no suitable distribution facilities exist, the terms of this policy shall apply. For the purposes of this policy, commercial or industrial Customers shall include condominiums, apartments or mobile home complexes.

Additional information is contained in the Company’s “Specification for Electrical Installation” booklet located on the Company’s website and the Company’s Terms and Conditions as filed with the New Hampshire Public Utilities Commission.

ii. Temporary Service

This policy shall not apply to lines constructed for temporary service. Temporary service is defined in the Company’s Terms and Conditions. The Company should be contacted regarding the cost and availability of temporary service.

iii. Outdoor Lighting

This policy shall not apply to outdoor lighting. All outdoor lighting installations will be made in accordance with the Company’s tariffs approved by the New Hampshire Public Utilities Commission. The Company should be consulted regarding outdoor lighting rates, costs and availability.

iv. Construction of Facilities

1. Line Extension on Public and Private Ways

No distinction shall be made between line extensions on public or private ways except where specifically noted.

Pursuant to RSA 370:12, Customers requiring a line extension on private property may opt to hire and pay a private line contractor, licensed by the state and approved by the Company, to construct such power line extension on private property. The contractor shall supply and install all materials as specified by the Company. All line extensions must be designed by the Company and built to its specifications in order for the Company to assume ownership of the line. The Company has the right to refuse to accept a line extension that does not conform to the Company’s specifications. Customers may not contract with private line contractors to construct line extensions along public ways.

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## 2. Overhead Line Extension

When overhead service is requested, the Company shall be responsible for:

- a) installing, owning and maintaining all poles, primary and secondary wires, transformers, service drops, meters, etc., that, in its opinion, are required to provide adequate service;
- b) designating the location of all Company owned equipment, excluding street lights, and the service entrance and meter location(s) and,
- c) blasting and tree trimming and removal along public ways; the Company may charge the Customer the cost of such blasting and tree trimming and removal if, in the Company's opinion, such cost is excessive. The cost of the blasting and tree trimming is included in (C) of the formula which is found in section 60.vi.1.

The Customer, at no cost to the Company, shall be responsible for blasting and tree trimming and removal on private property, including roadways not accepted as public ways by the municipality, in accordance with the Company's specifications and subject to the Company's inspection.

The Company may, at its discretion, construct the distribution line in segments, rather than all at once in the proposed development. The Company may, at its option, be exempt from undertaking construction during the period of December 1 to April 1 each year.

## 3. Underground Line Extension

The Company will install, own and maintain commercial service from the Company's distribution system for customers. The responsibilities of the Company and Customer are defined in Electric Service Bulletin No. 759B, Specifications for Electrical Installations – Underground Commercial Distribution (UCD) Installation and Responsibility Guide found here: [https://new-hampshire.libertyutilities.com/uploads/UCD%20Installation%20%20Responsibility%20Guide%20\(759B\)%20-%202018.pdf](https://new-hampshire.libertyutilities.com/uploads/UCD%20Installation%20%20Responsibility%20Guide%20(759B)%20-%202018.pdf)

The Company may, at its discretion, construct the distribution line in segments, rather than all at once in the proposed development. The Company may, at its option, be exempt from undertaking construction during the period of December 1 to April 1 each year.

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#### 4. Plans and Documentation

The Company may require the Customer to provide, in advance of engineering design and at no cost to the Company, the following:

- a) a complete copy of construction plans including the subdivision plans approved by the planning board in the municipality, if such is required by the municipality;
- b) the estimated new or additional electrical loads, as far as is known by the Customer; or the names and estimated loads of proposed tenants or buyers for each building or the proposed type of occupant, as far as is known by the Customer; barring a known occupant, the Customer's best estimates of the likely load of each proposed building;
- c) all applicable documents required for the Company to prepare an easement for its facilities to be installed on private property;
- d) a copy of the approval of the planning board for the subdivision, if such is required;
- e) a copy of all permits and approvals that have been obtained for construction;
- f) the name and address of the financial institution providing financing for the Customer, including a contact person and phone number;
- g) a copy of a street light proposal for the development, approved by the municipality, or written notice from the municipality that street lighting will not be required. If installation is requested after construction is complete, additional cost may be borne by the municipality and/or Customer if the appropriate tariff does not collect all costs of construction;
- h) a schedule of the Customer's best estimate for construction; and
- i) such other reasonable information that may be requested.

#### v. Payment Required

##### 1. Construction Advance

The Company will determine the roadway infrastructure required to meet the distribution service requirements of the commercial development.

In accordance with the Formula below (the "Formula"), the Company shall determine whether a payment, by the Customer, of a Construction Advance shall be required. The "Allowed Credit per Buildable Lot" (B) will be a predetermined cost calculated by the company. This cost is located in the Schedule of Fees for Line Extensions in the Company's Terms and Conditions. The Construction Advance shall be paid in full prior to the start of any construction.

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Construction Advance (A) = C - (B\*N)

Where:

A = the Construction Advance paid to the Company by the Customer

C = the total estimated cost of construction for facilities required along the traveled way to meet the distribution service requirements of the development. This cost includes capital and non-capital costs. Where these new or upgraded facilities are not solely to provide service to the Customer, the Company shall appropriately apportion these costs.

B = Allowed Credit per buildable lot

N = Number of buildable lots

Where the calculation of (A) results in a positive number, a construction advance in the amount of (A) shall be required from the Customer. Where the calculation of (A) results in a negative number, (A) shall be considered to be zero. When the calculation of (A) results in a construction advance of \$500 or less, the payment of the construction advance will be waived.

The Company shall exercise good faith in making each estimate and determination required above.

Any revenues from Energy Service shall be excluded from this calculation.

## 2. Additional Payment

When in the Company's opinion, more than 60 hours of engineering is required to determine the method of service or prepare construction estimates, the Company will estimate the cost of such engineering. The Company may charge the Customer the excess of 60 hours before engineering begins. If construction is undertaken, this payment will be applied to any required construction advance. If construction is not undertaken, the Company will refund any balance not spent. If no Construction Advance is required, the entire Additional Advance Payment will be refunded.

## 3. Additional Advance Payments

If there is a cost to get to the limits of the development, the Company may charge the Customer this additional cost.

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61. Schedule of Fees for Line Extensions

i. Policy 1

2. Allowed Overhead/Underground Distance Per House:

- a) 300 feet or 1 pole, whichever is greater
- b) Overhead Cost per Foot greater than 300 feet

Single Phase	\$34.47
Three Phase	Actual Cost

c) Excess Underground Cost per Foot greater than 300 feet:

Single Phase Service	\$13.17
Three Phase Service	Actual Cost

The Customer is given a credit equal to the cost of up to 300 feet of overhead or underground distribution line towards the construction cost and the Customer pays for the costs in excess of the amount of the credit.

ii. Policy 2

- |   |             |
|---|-------------|
| 1. Allowed Overhead Distance per House            | 100 feet    |
| Single Phase Overhead Cost per Foot               | \$34.47     |
| Three Phase Overhead Cost per Foot                | Actual Cost |
|   |             |
| 2. Allowed Underground Distance per House         | 100 feet    |
| Single Phase Underground Cost per Centerline Foot | \$15.66     |
| Three Phase Underground Cost per Centerline Foot  | Actual Cost |
|   |             |
| 3. Individual services will fall under Policy 1.  |             |

iii. Policy 4

1. Overhead

B = Allowed Credit per Buildable Lot	\$4,500
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2. Underground

B = Allowed Credit per Buildable Lot	\$4,500
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Policy 3 fees are calculated on actual costs without any credit for footage or buildable lots.

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62. Terms and Conditions for Competitive Suppliers

i. General Applicability

- a) The following Terms and Conditions shall apply to every registered Competitive Supplier within the State of New Hampshire authorized to do business with the Company and their customers.
- b) These Terms and Conditions may be revised, amended, supplemented or supplanted in whole or in part from time to time according to the procedures provided in the Commission’s Orders or regulations and New Hampshire law. In case of conflict between these Terms and Conditions and any orders or regulations of the Commission, said orders or regulations shall govern.
- c) No agent or employee of the Company is authorized to modify any provision contained in these Terms and Conditions or to bind the Company to perform in any manner contrary thereto. Any such modification to these Terms and Conditions or any such promise contrary thereto shall be in writing, duly executed by an authorized officer of the Company, and subject in all cases to applicable statutes and to the orders and regulations of the Commission, and available for public inspection during normal business hours at the business offices of the Company and at the offices of the Commission.

ii. Definitions

**Aggregator:** Any entity registered with the Commission to negotiate the purchase of electric supply services for retail Customers in New Hampshire.

**CEPS Agreement:** The contract between the Company and the Competitive Supplier referenced in Section 2.e. below.

**Competitive Supplier or Supplier:** Any entity registered with the Commission to sell electricity to retail Customers in New Hampshire.

**EDI Working Group Report:** The report submitted by the Electronic Data Interchange Working Group to the Commission on April 2, 1998, and approved by Order 22,919. The report is available on the Commission’s website.

**Energy Service:** The sale of electricity, including ancillary services such as, but not limited to, the provision of reserves, to a Customer by a Competitive Supplier.

**ISO-NE:** ISO New England Inc., authorized by the Federal Energy Regulatory Commission to exercise for New England the functions required pursuant to the Commission’s Order No. 2000

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(and its progeny) and the Commission's regulations, and any successor organization (including but not limited to a Regional Transmission Organization).

**Market Participant:** A participant in the New England Market that has executed a Market Participant Service Agreement, or on whose behalf an unexecuted Market Participant Service Agreement has been filed with the FERC.

**NEPOOL:** New England Power Pool and its successors.

**NEPOOL Agreement:** The Second Restated New England Power Pool Agreement dated as of February 1, 2005, as amended or accepted by the Commission and as may be amended, modified, superseded, supplemented and/or restated from time to time.

**PTF:** Pool transmission facilities included in the Open Access Transmission Tariff on file with the Federal Energy Regulatory Commission and any successor agreements.

**Settlement Account:** The settlement method (and any successor settlement methodologies) utilized by ISO-NE for its Market Participants, as set forth in the ISO-NE Transmission, Markets and Services Tariff, as amended from time to time, on file as a tariff with the Federal Energy Regulatory Commission.

iii. Obligation of Parties

Customer shall select one Competitive Supplier for each account at any given time for the purposes of the Company (1) reporting the Customer's hourly electric consumption to the ISO-NE, and (2) providing billing services. The Customer must provide the selected Competitive Supplier with the information necessary to allow the Competitive Supplier to initiate Energy Service, as required by the Competitive Supplier. A Customer may choose only a Competitive Supplier that is registered by the Commission.

1. The Company shall:

- a) Arrange for or provide local network transmission services from PTF to the Company's distribution system for each Customer;
- b) Arrange for or provide regional network transmission service over PTF;
- c) Be responsible for obtaining and maintaining Regional Transmission Service (or its successor);
- d) Be responsible for the Network Load (as defined in the ISO-NE Transmission, Markets and Services Tariff) associated with its retail customers located in the Company's service area;
- e) Deliver power over distribution facilities to each Customer Delivery Point;
- f) Provide customer service and support for Distribution Service;
- g) Respond to service interruptions or power quality problems;

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- h) Handle connections and terminations;
- i) Read Meters;
- j) Submit bills to Customers for Distribution Service and, if requested by the Competitive Supplier, for Energy Service;
- k) Address billing inquiries for Distribution Service and, if contracted by the Competitive Supplier, for Energy Service;
- l) Answer general questions about Distribution Service;
- m) Report Competitive Suppliers' estimated and metered loads, including local network transmission and distribution losses, to the ISO-NE,
- n) Process the electronic business transactions submitted by Competitive Suppliers, and send the necessary electronic business transactions to Competitive Suppliers, below, and the rules and procedures set forth in the EDI Working Group Report;
- o) Provide information regarding, at a minimum, tariffs, meter read schedules, and load profiles, on its Internet web site; and
- p) Provide up to twelve months of a Customer's historic billing data to a Customer or a Competitive Supplier, provided that the Competitive Supplier has received the appropriate authorization, this information shall be provided in electronic form at no charge.

2. The Competitive Supplier shall:

- a) Meet the registration and licensing requirements established by law or regulation and either (i) be a Market Participant subject to a Settlement Account or (ii) have an agreement in place with a Market Participant whereby the Market Participant agrees to include the load to be served by the Competitive Supplier in such Market Participant's Settlement Account;
- b) Be responsible for providing all requirements service to meet each of its Customer's needs and deliver the associated capacity and energy to a point or points of local network interface between the PTF and non-PTF systems;
- c) Give the Company at least 60 days' prior notice of termination of its status as a Market Participant or termination of the agreement referenced in Section 2.e. below. The Competitive Suppliers right to serve customers will cease effective with such termination, however the supplier will continue to be obligated to settle all financial obligations with the Company which were incurred prior to such termination;
- d) Be responsible for any and all losses incurred on (i) local network transmission systems and distribution systems, as determined by the Company; (ii) PTF, as determined by the ISO-NE; and (iii) facilities linking generation to PTF;
- e) Enter into a CEPS Agreement with the Company that specifies, among other things, information exchange, problem resolution, and revenue liability. This agreement must be entered into prior to the initiation of Energy Service to any Customer in the Company's service territory. A business initiation fee of \$500.00 will be charged to each Competitive Supplier. This fee includes the costs of EDI connectivity and initial set up

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of the Competitive Supplier in the Company's system. Charges for additional services that may be required will be negotiated with each Competitive Supplier and included in the CEPS Agreement;

- f) Complete testing of the transactions included in the EDI Working Group Report prior to the initiation of Energy Service to any Customer in the Company's service territory. Such testing shall be in accordance with the rules and procedures set forth in the Report;
- g) Be responsible for obtaining the necessary authorization from each Customer prior to initiating Energy Service to the Customer;
- h) Be responsible for obtaining the necessary authorization from each Customer prior to requesting the Company to release the historic usage information or Interval Data specific to that Customer to the Competitive Supplier. Such authorization shall consist of (i) a letter of authorization; (ii) electronic transmission to a competitive supplier; or (iii) a written authorization provided to a registered Aggregator.

#### iv. Provisions of Service

##### 1. Initiation of Energy Service

- a) To initiate Energy Service to a Customer, the Competitive Supplier shall submit an "enroll customer" transaction to the Company, in accordance with the rules and procedures set forth in the EDI Working Group Report. The Competitive Supplier shall hold the "enroll customer" transaction until any applicable right of rescission has lapsed.
- b) If the information on the enrollment transaction is correct, the Company shall send the Competitive Supplier a "successful enrollment" transaction, in accordance with the rules and procedures set forth in the EDI Working Group Report.
- c) Energy Service shall commence on the date of the Customer's next scheduled meter read, provided that the Supplier has submitted the enrollment transaction to the Distribution Company no fewer than two (2) business days prior to the next meter read date.
- d) If the Supplier has not submitted the enrollment transaction at least two (2) business days before the next meter read date, Energy Service shall commence on the date of the Customer's subsequent scheduled meter read.
- e) If more than one Competitive Supplier submits an enrollment transaction for a given Customer during the same enrollment period, the first transaction that is received by the Distribution Company shall be accepted. All other transactions shall be rejected. Rejected transactions may be resubmitted during the customer's next enrollment period.

##### 2. Termination of Energy Service

- a) To terminate Energy Service with a Customer, a Competitive Supplier shall submit a "supplier drops customer" transaction, in accordance with the rules and procedures set forth in the EDI Working Group Report. Energy Service shall be terminated on the date of the customer's next scheduled meter read, provided that the Competitive Supplier has submitted this transaction to the Distribution Company no fewer than two

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(2) business days prior to the meter read date. If the Competitive Supplier has not submitted this transaction at least two (2) business days before the meter read date, Energy Service shall be terminated on the date of the Customer's subsequent meter read. The Distribution Company shall send a "confirm drop date" transaction to the Competitive Supplier, in accordance with the rules and procedures set forth in the EDI Working Group Report.

- b) To terminate Energy Service with a Competitive Supplier, a Customer shall so inform the Competitive Supplier who will submit the required "supplier drops customer" transaction. Energy Service shall be terminated on the date of the Customer's next scheduled meter read.
- c) In those instances when a Customer, who is receiving Energy Service from an existing Competitive Supplier, initiates such service with a new Competitive Supplier, the new Competitive Supplier must submit an EDI enrollment request to the Company. The Company shall send the existing Competitive Supplier a "customer drops supplier" transaction, in accordance with the rules and procedures set forth in the EDI Working Group Report.
- d) In cases where the Company uses estimated energy and demand values for billing purposes and the estimated bill coincides with the termination of Supplier Service, the Supplier shall agree to accept the estimated metering values as final values. The Company shall not be obligated to reconcile the estimated values after actual meter reading values are available. Reconciliations of actual meter reads will be at the discretion of the Company.

### 3. Customer Outages

#### a) Planned Outages

In the event that the loading on the distribution system, or a portion thereof, must be reduced for safe and reliable operation, such reduction in loading shall be proportionately allocated among all Customers whose load contributes to the need for the reduction, when such proportional curtailments can be accommodated within good utility practices.

#### b) Unplanned Outages

In the event of unplanned outages, service will be restored in accordance with good utility practice. The Company may also be called upon from time to time by ISO New England to implement voltage reductions or load shed procedures to protect the security of the bulk power grid. The Company shall not be liable for any revenue losses to the Competitive Supplier as a result of any such disconnection(s).

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#### 4. Metering

##### a) Meter Reading

The Company shall meter each Customer in accordance with tariff provisions.

Each Customer shall be metered or estimated such that the loads can be reported to ISO-NE for inclusion in the Competitive Supplier's, or the Competitive Supplier's wholesale provider's Settlement Account.

##### b) Ownership of Metering Equipment

Should a Customer or Competitive Supplier request a metering device outside of the Company's current metering equipment or request that a communication device be attached to the existing meter, the Company shall provide, install, test, and maintain the requested metering or communication device. The requested meter or communication device must meet the Company's requirements.

The Customer or Competitive Supplier shall bear the cost of providing and installing the meter or communication device. Upon installation, the meter or communication device shall become the property of the Company and will be maintained by the Company. The Company shall complete installation of the meter or communication device, if reasonably possible, within thirty (30) days of receiving a written request from the Customer or Competitive Supplier. The Company shall bill the Customer or Competitive Supplier upon installation.

#### 5. Billing Service

The Company shall provide a single bill, reflecting unbundled charges for electric service, to Customers who receive Energy Service. The Company shall offer two billing service options to Competitive Suppliers providing Energy Service to Customers: a) Standard Billing Service; and b) Consolidated Billing Service. The Competitive Supplier shall inform the Company of the selected billing option, in accordance with the rules and procedures set forth in the EDI Working Group Report.

##### c) Standard Billing Service

The Company shall issue a single bill for Distribution Service to each Customer. The Competitive Supplier shall be responsible for separately billing Customers for the cost of Energy Service provided by the Competitive Supplier and for the collection of amounts due to the Competitive Supplier from the Customer.

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The Company shall send a “customer usage information” transaction to the Competitive Supplier, in accordance with the rules and procedures set forth in the EDI Working Group Report.

b) Consolidated Billing Service

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

The Company shall use the rates supplied by the Competitive Supplier to calculate the Competitive Supplier’s portion of a Customer’s bill, and integrate this billing with its own billing in a single mailing to the Customer.

The Company shall send a “customer usage and billing information” transaction to the Competitive Supplier, in accordance with the rules and procedures set forth in the EDI Working Group Report.

6. Payment Services

Upon receipt of Customer payments, the Company shall send a “payment/ adjustment” transaction to the Competitive Supplier, in accordance with the rules and procedures set forth in the EDI Working Group Report. Customer revenue due the Competitive Supplier shall be transferred to the Competitive Supplier in accordance with the CEPS agreement entered into by the Competitive Supplier and the Company.

The following payment allocation between the Company and Competitive Suppliers shall apply if a Customer pays the Company less than the full amount billed:

- a) Any outstanding customer loans or deposit obligations with the Company;
- b) Any Company current payment arrangement obligations;
- c) Any Company budget billing arrangement obligations;
- d) Company and Supplier aged accounts receivables, with a priority for the Company’s aged receivables;
- e) Company and Supplier current charges, with a priority for the Company’s current charges; and
- f) Any Company miscellaneous non-electric service product or services.

Any services in addition to initial set up, that requires the use of the Company’s external EDI vendor, will be charged to the supplier a per-hour rate.

Business Initiation Fee	\$500.00 one-time fee
Payment Service Customization	\$175.00 per hour

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Existing Company service fees, such as interest charges for unpaid balances and bad checks charges, shall remain in effect and shall be assessed, as applicable, according to the Company's Terms and Conditions for Distribution Service, applicable to all Customers.

v. Definition of Standard Units of Service

6. Billing Demand

Units of billing demand shall be as defined in the Company's applicable Rate Schedule.

7. On-Peak / Off-Peak Period Definitions

The on-peak and off-peak periods shall be as defined in the Company's applicable Rate Schedule.

vi. Determination of Hourly Loads

1. For each Competitive Supplier, hourly loads for each day shall be estimated or telemetered, and reported daily to the ISO-NE for inclusion in the Competitive Supplier's Settlement Account. Hourly load estimates for non-telemetered customers will be based upon load profiles developed for each customer class or Customer of the Company. The total hourly loads will be determined in accordance with the appropriate hourly load for the Company.
2. The Company shall normally report previous days' hourly loads to the ISO-NE by a specified time. These loads shall be included in the Competitive Supplier's Settlement Account.
3. To refine the estimates of the Competitive Suppliers' loads that result from the estimated hourly loads, a monthly calculation shall be performed to incorporate the most recent customer usage information, which is available after the monthly meter readings are processed.
4. The hourly loads shall be determined consistent with the following steps:
  - a) The Company shall identify or develop a load profile for each customer class or each Customer for use in each day's daily determination of hourly load.
  - b) The Company shall calculate a usage factor for each Customer that reflects the Customer's relative usage level.
  - c) The Company shall develop estimates of hourly load profiles for the previous days for each Competitive Supplier such that the sum of the Competitive Suppliers' loads equals the hourly metered loads collected each day. Distribution losses, which are included in the hourly metered Company loads, shall be fully allocated into Competitive Supplier loads.

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- d) Transmission losses from local network facilities shall be approximated and added to the Competitive Supplier's hourly loads.
5. The process of Competitive Supplier load estimation involves statistical samples and estimating error. The Company shall not be responsible for any estimating errors and shall not be liable to the Competitive Suppliers for any costs that are associated with such estimating errors.

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Issued by:   /s/ Susan L. Fleck  

Effective: July 1, 2020

Susan L. Fleck  
Title:   President

63. Residential Energy Efficiency Loan Program

i. 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:

1. The Participating Customer must own the property where the energy-efficiency measures are installed; and
2. 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 Domestic Rate D, Optional Peak Load Pricing Rate D-10, or Limited Total Electric Living Rate T; and
3. 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
4. The Customer Loan Amount has no minimum and must be less than or equal to \$2,000 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
5. 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.

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                                President

ii. 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 electric 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 24 months. The revolving loan fund is funded through a grant from the Greenhouse Gas Emissions Reduction Fund created pursuant to RSA 125-O:23 as administered by the Commission.

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Susan L. Fleck

Effective: July 1, 2020

Title:   President

64. Non-Residential Energy Efficiency Loan Program

i. 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:

1. The Participating Customer must own the property where the energy-efficiency measures are installed; and
2. 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 General Service Time-of-Use Rate G-1, General Long-Hour Service Rate G-2, General Service Rate G-3, or Outdoor Lighting Service Rate M, LED-1 and LED-2; and
3. 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
4. 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
5. 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
6. 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.

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Susan L. Fleck  
Title:                 President

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.

ii. 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 electric 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 120 months.

The revolving loan fund is funded through a grant from the Greenhouse Gas Emissions Reduction Fund created pursuant to RSA 125-O:23 as administered by the Commission.

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                        President



**Rate D**

Availability

Retail Delivery Service under this rate is available for all domestic purposes in an individual private dwelling or an individual apartment and for farm purposes. If electricity is delivered through more than one meter, the charge for electricity delivered through each meter shall be computed separately under this rate.

Character of Service

Service supplied under this rate will be single phase, 60 cycle, alternating current, normally three-wire service at a nominal voltage of 120/240 volts or three-wire 120/208 volts, whichever is available at the location.

Rate Per Month

The rate per month will be the sum of the applicable Customer and Energy Charges subject to the adjustments in this tariff:

Rates for Retail Delivery Service

Customer Charge \$14.74 per month

Energy Charges Per Kilowatt-Hour (cents per kilowatt-hour)

Distribution Charge All kWh	5.856
Reliability Enhancement/Vegetation Management	0.001
<hr/>	
Total Distribution All kWh	5.857
Transmission Charge	3.635
Stranded Cost Charge	(0.051)
Storm Recovery Adjustment Factor	0.000

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                                President

Off-Peak Use: 16 Hour Control

For all electricity separately metered and delivered between the hours of 11:00 p.m. on each day and 7:00 a.m. on the next day, the price of such electricity shall be:

Energy Charges Per Kilowatt-Hour (cents per kilowatt-hour)

Distribution Charge Off Peak Use	5.056
Reliability Enhancement/Vegetation Management	0.001
<hr/>	
Total Distribution	5.057
Transmission Charge	3.635
Stranded Cost Charge	(0.051)
Storm Recovery Adjustment Factor	0.000

If a Customer has installed an electric water heater of a type approved by the Company, electricity is delivered to such water heater is supplied only under this rate.

Off-Peak Use: 6 Hour Control

For all electricity separately metered and subject to the Company's right to limit the operation of the bottom water heating element up to 6 hours a day, the price of such electricity shall be:

Energy Charges Per Kilowatt-Hour (cents per kilowatt-hour)

Distribution Charge Off Peak Use	5.150
Reliability Enhancement/Vegetation Management	0.001
<hr/>	
Total Distribution	5.151
Transmission Charge	3.635
Stranded Cost Charge	(0.051)
Storm Recovery Adjustment Factor	0.000

If a Customer has installed an electric water heater of a type approved by the Company, and electricity delivered to such water heater is supplied only under this rate

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Neil Proudman

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Title: President

Farm Use

The availability of the Farm Use Section is limited to those locations which were served under the Farm Use Section of Domestic Rate D, N.H.P.U.C. No. 8 - Electricity immediately prior to the effective date of this rate. For such farm customers, where all electricity is supplied by the Company, the RATE PER MONTH is modified as follows:

Energy Charges Per Kilowatt-Hour (cents per kilowatt-hour)

Distribution Charge*	5.527
Reliability Enhancement/Vegetation Management	0.001
<hr/>	
Total Distribution	5.528
Transmission Service Cost Adjustment	3.635
Stranded Cost Adjustment Factor	(0.051)
Storm Recovery Adjustment Factor	0.000

\*All Regular Use kilowatt-hours in excess of the greater of the following:

- i. 500 kilowatt-hours
- ii. 100 kilowatt-hours per kilovolt-ampere of transformer capacity needed to serve the Customer

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                                President



Off-Peak hours will be from 9:00 p.m. to 8:00 a.m. daily Monday through Friday, and all day on Saturdays, Sundays, and holidays.

Electric water heating service is available under this rate subject to the conditions specified herein. For such water heating service the Company will provide, own and maintain a suitable switch designed to control the operation of the water heater so that the bottom heating element may operate only during Off-Peak hours.

Electric Water Heating Conditions

Electricity delivered to the water heater must be separately controlled. The Company shall install, own and maintain the control relay. The bottom water heating element will operate only during Off-Peak hours. All water heaters installed after the effective date of this rate shall have a storage capacity of 80 gallons or greater and be of a type approved by the Company. However, approved water heater of less than 80 gallons now being served by the Company may be permitted to transfer to this rate, and at the Company's option smaller tanks may be permitted only within an individual apartment of a multi-family building.

Terms of Agreement

The agreement for service under this rate will continue for an initial term of one year if electricity can be properly delivered to a Customer without an uneconomic expenditure by the Company. The agreement may be terminated at any time on or after the expiration date of the initial term by twelve (12) months prior written notice.

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Effective: July 1, 2020

Title:                     Susan L. Fleck                      
                    President

### **General Service Time-of-Use Rate G-1**

#### Availability

Retail Delivery Service under this rate is available for all purposes except resale, subject to the provisions of this section. The sale of electric vehicle charging services to a third party from an electric vehicle charging station shall not be considered resale of electricity. A Customer will take delivery service on this rate if the Company estimates that its average use will be greater than or equal to 200 kW of Demand. A Customer may be transferred from rate G-1 at its request or at the option of the Company if the customer's 12 month average monthly demand is less than 180 kW of Demand for 3 consecutive months.

If electricity is delivered through more than one meter, except at the Company's option, the charge for electricity delivered through each meter shall be computed separately under this rate. If any electricity is delivered hereunder at a given location, then all electricity delivered by the Company at such location shall be furnished hereunder, except such electricity as may be delivered under the provisions of the Limited Commercial Space Heating Rate V.

The actual delivery of service and the rendering of bills under this rate is contingent upon the installation of the necessary time-of-use metering equipment by the Company; subject to both the availability of such meters from the Company's supplier and the conversion or installation procedures established by the Company.

All customers served on this rate must elect to take their total electric service under the time-of-use metering installation as approved by the Company. If delivery is through more than one meter, except at the Company's option, the Monthly Charge for service through each meter shall be computed separately under this rate.

#### Character of Service

Service supplied under this rate will be 60 cycle, three-phase alternating current normally at a nominal voltage of 120/208, 277/480, 2400, 4160, 4800, 7200, 13,200 and 13,800 volts.

All voltages are not available in every area.

#### Rate Per Month

The Rate Per Month will be the sum of the applicable Customer, Demand and Energy Charges subject to the adjustments in this tariff.

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                                President

Rates for Retail Delivery Service

Customer Charge \$435.18 per month  
Energy Charges Per Kilowatt-Hour (cents per kilowatt-hour)

Distribution Charge On Peak	0.590
Distribution Charge Off Peak	0.174
Reliability Enhancement/Vegetation Management	0.001
<hr/>	
Total Distribution Charge On Peak	0.591
Total Distribution Charge Off Peak	0.175
Transmission Charge	2.492
Stranded Cost Charge	(0.051)
Storm Recovery Adjustment Factor	0.000

Demand Charges Per Kilowatt

Distribution \$9.22

Distribution Energy Charges Peak Periods

Peak hours will be from 8:00 a.m. to 9:00 p.m. daily on Monday through Friday excluding holidays.

Off-Peak hours will be from 9:00 p.m. to 8:00 a.m. daily Monday through Friday, and all day on Saturdays, Sundays, and holidays.

Demand

The Demand for each month under ordinary load conditions shall be the greatest of the following:

1. The greatest fifteen-minute peak during the peak hours which occurs during such month as measured in kilowatts,
2. 90% of the greatest fifteen-minute peak during the peak hours occurring during such month as measured in kilovolt-amperes where the Customer's kilowatt Demand exceeds 75 kilowatts, or
3. 80% of the greatest Demand as so determined above during the preceding eleven months.

Any Demands established during the eleven (11) months prior to the application of this rate shall be considered as having been established under this rate.

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Neil Proudman

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Title: President





### General Long Hour Service Rate G-2

#### Availability

Retail Delivery Service under this rate is available for all purposes except resale subject to the provisions of this section. The sale of electric vehicle charging services to a third party from an electric vehicle charging station shall not be considered resale of electricity. A Customer will take delivery service on this rate if the Company estimates that its average use will be greater than or equal to 20 kW of Demand but is less than 200 kW of Demand. If electricity is delivered through more than one meter, except at the Company's option, the charge for electricity delivered through each meter shall be computed separately under this rate. A customer may be transferred from rate G-2 at its request or at the option of the Company if the customer's twelve (12) month average monthly demand is less than 180 kW of demand for three consecutive months.

If any electricity is delivered hereunder at a given location, then all electricity delivered by the Company at such location shall be furnished hereunder, except such electricity as may be delivered under the provisions of the Limited Commercial Space Heating Rate V.

#### Character of Service

Service supplied under this rate will be 60 cycle, three-phase alternating current normally at a nominal voltage of 120/208, 277/480, 2400, 4160, 4800, 7200, 13,200 and 13,800 volts. All voltages are not available in every area.

#### Rate Per Month

The Rate Per Month will be the sum of the applicable Customer, Demand and Energy Charges subject to the adjustments in this tariff.

#### Rates for Retail Delivery Service

Customer Charge \$72.52 per month

#### Energy Charges Per Kilowatt-Hour (cents per kilowatt-hour)

Distribution Charge	0.233
Reliability Enhancement/Vegetation Management	0.001
Total Distribution Charge	0.234

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Neil Proudman

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Title: President

Transmission Charge	2.529
Stranded Cost Charge	(0.051)
Storm Recovery Adjustment Factor	0.000

Demand Charges Per Kilowatt

Distribution	\$9.27
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Demand

The Demand for each month under ordinary load conditions shall be the greatest of the following:

1. The greatest fifteen-minute peak during the peak hours which occurs during such month as measured in kilowatts,
2. 90% of the greatest fifteen-minute peak occurring during such month as measured in kilovolt-amperes where the Customer's kilowatt Demand exceeds 75 kilowatts, or
3. 80% of the greatest Demand as so determined above during the preceding eleven months.

Any Demands established during the eleven months prior to the application of this rate shall be considered as having been established under this rate.

Optional Determination of Demand

However, a Customer who has been served hereunder for one year or more may upon written request have the Demand for each month, beginning with the next month after such request and running for a period of not less than two consecutive months, be based upon the greatest of items a) or b) above. In such case, the Demand Charge and the Energy Charge will be increased by 20% during such period.

High Voltage Metering Adjustment

The Company reserves the right to determine the metering installation. Where service is metered at the Company's supply line voltage, in no case less than 2400 volts, thereby saving the Company transformer losses, a discount of 1% will be allowed from the amount determined under the preceding provisions.

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Title:         President

Credit for High Voltage Delivery

If the Customer accepts delivery at the Company's supply line voltage, not less than 2400 volts, and the Company is saved the cost of installing any transformer and associated equipment, a credit of the peak hours billing demand for such month shall be allowed against the amount determined under the preceding provisions.

High Voltage Delivery Credit (\$0.49) per kW

Terms of Agreement

A Customer served under this rate must provide the Company with one-year prior written notice before installing additional on-site, non-emergency generation for its own use. This notice provision shall be waived with respect to the installation of on-site non-emergency generation from renewable energy resources. Renewable energy resources shall mean fuel cells (including natural gas powered fuel cells), and emerging power technologies that produce electricity from wind energy, solar energy, small-scale hydro power, ocean power, landfill gas, sustainably managed biomass, and future clean renewable technologies.

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Title: Neil Proudman  
President

### General Service Rate G-3

#### Availability

Retail Delivery Service under this rate is available for all purposes except resale. The sale of electric vehicle charging services to a third party from an electric vehicle charging station shall not be considered resale of electricity. A Customer will take delivery service on this rate if the Company estimates that its average use will be less than 20 kW of demand. If electricity is delivered through more than one meter, except at the Company's option, the charge for electricity delivered through each meter shall be computed separately under this rate.

#### Character of Service

Service supplied under this rate will be 60 cycle, alternating current either:

- a) Single-phase normally three-wire at a nominal voltage of 120/240 volts.
- b) Three-phase secondary normally at a nominal voltage of 120/208, or 277/480 volts.
- c) Three-phase primary normally at a nominal voltage of 2400, 4160, 4800, 7200, 13,200 or 13,800 volts.

All voltages are not available in every area.

#### Rate Per Month

The rate per month will be the sum of the Customer and Energy Charges subject to the adjustments in this tariff:

#### Rates for Retail Delivery Service

Customer Charge \$16.66 per month

#### Energy Charges Per Kilowatt-Hour (cents per kilowatt-hour)

Distribution Charge	5.282
Reliability Enhancement/Vegetation Management	0.001
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Total Distribution Charge	5.283
Transmission Charge	3.014
Stranded Cost Charge	(0.051)
Storm Recovery Adjustment Factor	0.000

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Neil Proudman  
Title: President

Terms of Agreement

A Customer served under this rate must provide the Company with one-year prior written notice before installing additional on-site, non-emergency generation for its own use. This notice provision shall be waived with respect to the installation of on-site non-emergency generation from renewable energy resources. Renewable energy resources shall mean fuel cells (including natural gas powered fuel cells), and emerging power generation technologies that produce electricity from wind energy, solar energy, small-scale hydro power, ocean power, landfill gas, sustainably managed biomass, and future clean renewable technologies.

Reliability Enhancement Program and Vegetation Management Plan Adjustment

All energy billed under this rate is subject to a Reliability Enhancement Program and Vegetation Management Plan Adjustment Factor which shall be adjusted from time to time.

Reliability Enhancement Program Capital Investment Allowance

Distribution base rates are subject to adjustment on an annual basis for a Reliability Enhancement Program Capital Investment Allowance.

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Issued by: \_\_\_\_\_ /s/ Susan L. Fleck

Effective: July 1, 2020

Title: Susan L. Fleck  
President

### **Limited Total Electrical Living Rate T**

#### Availability

The availability of this rate is limited to the following customers: 1) those who immediately prior to the effective date of this rate were served under Total Electric Living Rate T, NHPUC No. 8 - Electricity and are presently receiving service under this rate, and (2) those who requested service under this rate prior to May 1, 1982.

To such customers, delivery service under this Limited Total Electric Living Rate T continues to be available to the classifications below, subject to the conditions hereinafter stated:

#### Classifications

1. An individual residence or individual apartment.
2. A building or group of buildings under common ownership and operation, where the principal use of electricity is for living quarters. If the owner does not furnish all the electric requirements to the residential tenants of a building, the balance of these residential requirements may be billed individually to the tenants under this rate.
3. A church or school, including adjacent buildings owned and operated by such church or school and used principally for religious or education purposes.

#### Conditions

1. Electricity must be the sole source of energy for space heating and water heating.
2. All electrical space heating equipment must be permanently installed. It is recommended that insulation be permanently installed and conform to the Company's standards.
3. All water heaters installed shall be of a type and size approved by the Company.
4. The Customer shall provide a separate circuit for the water heater, of ample capacity and designed for a 240-volt operation, to which no equipment other than the water heater shall be connected.

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Title:   Susan L. Fleck    
  President

Character of Service

Service supplied under this rate will be single phase, 60 cycle, alternating current, normally three-wire service at a nominal voltage of 120/240 volts or three-wire 120/208 volts, whichever is available at the location.

Rate Per Month

The rate per month will be the sum of the applicable Customer and Energy Charges subject to the adjustments in this tariff.

Rates for Retail Delivery Service

Customer Charge \$14.74 per month

Energy Charges Per Kilowatt-Hour (cents per kilowatt-hour)

Distribution Charge	4.743
Reliability Enhancement/Vegetation Management	0.001
<hr/>	
Total Distribution Charge	4.744
Transmission Charge	2.615
Stranded Cost Charge	(0.051)
Storm Recovery Adjustment Factor	0.000

Terms of Agreement

A Customer served under this rate must provide the Company with one-year prior written notice before installing additional generation for its own use. This notice provision shall be waived with respect to the installation of on-site non-emergency generation from renewable energy resources. Renewable energy resources shall mean fuel cells (including natural gas powered fuel cells), and emerging power generation technologies that produce electricity from wind energy, solar energy, small-scale hydro power, ocean power, landfill gas, sustainably managed biomass, and future clean renewable technologies.

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Neil Proudman  
Title: President

**Unmetered Electric Service Rate U**

Unmetered services are usually not permitted. However, if after careful study it definitely appears the installation of a meter is impractical, due to the design of the Customer's equipment, then the Customer's monthly bill will be computed by applying the applicable electric rate schedule to a use arrived at by multiplying the total load by 730 hours.

This policy will not be applied when the load is controlled by the Company through a street lighting circuit, nor does it apply to traffic signals owned and controlled by Municipalities.

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Title:                                 President



### **Limited Commercial Space Heating Rate V**

#### Availability

The availability of this rate is limited to the following customers: 1) those who immediately prior to the effective date of this rate were served under Commercial Space Heating Rate V, NHPUC No. 8 - Electricity and are presently receiving service under this rate, and 2) those who requested service under this rate prior to May 1, 1982.

To such customers, delivery service under this Limited Commercial Space Heating Rate V is available for space heating in buildings other than residences, where the Customer's premises are heated exclusively by electricity.

Air conditioning used in addition to electric space heating at this same location may also be served under this rate, provided that electricity is the sole source of energy, and all the requirements for these purposes are metered hereunder.

Electric space heating equipment shall be permanently installed and be of a type and size approved by the Company.

Service under this rate will be metered separately.

Any other use of electricity must be taken under an applicable general service rate.

This rate is not available for resale or auxiliary service.

#### Character of Service

Service supplied under this rate will be single phase, 60 cycle, alternating current, normally three-wire service at a nominal voltage of 120/240 volts or three-wire 120/208 volts, whichever is available at the location, or other voltages where available by special arrangement with the Company.

#### Rate Per Month

The rate per month will be the sum of the applicable Customer and Energy Charges subject to the adjustments in this tariff.

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Susan L. Fleck  
Title:                   President

Rates for Retail Delivery Service

Customer Charge	\$16.66 per month
<u>Energy Charges Per Kilowatt-Hour (cents per kilowatt-hour)</u>	
Distribution Charge	5.433
Reliability Enhancement/Vegetation Management	0.001
<hr/>	
Total Distribution Charge	5.434
Transmission Charge	3.003
Stranded Cost Charge	(0.051)
Storm Recovery Adjustment Factor	0.000

Terms of Agreement

A Customer served under this rate must provide the Company with one-year prior written notice before installing additional on-site, non-emergency generation for its own use. This notice provision shall be waived with respect to the installation of on-site non-emergency generation from renewable energy resources. Renewable energy resources shall mean fuel cells (including natural gas powered fuel cells), and emerging power generation technologies that produce electricity from wind energy, solar energy, small-scale hydro power, ocean power, landfill gas, sustainably managed biomass, and future clean renewable technologies.

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Title:                   President

### Outdoor Lighting Service Rate M

#### Availability

##### *Public Lighting*

Available for Street or Highways and areas within the public domain for customers designated as governmental entities, inclusive of the state, municipalities, or other public authorities. Installations on limited access highways, tunnels, bridges and the access and egress ramps thereto are subject to the Special Rate Conditions of this tariff.

##### *Private Lighting*

Available to private customers for outdoor lighting of areas on private property where necessary fixtures can be supported on existing poles and where such service can be supplied from existing secondary distribution facilities.

In special circumstances outlined in the pole and accessory section below, the Company will install a wooden pole.

##### *Lighting Services*

Service under this rate is for full-night service street lighting whereby the luminaire operates for the entire night time period pursuant to the Hours of Operation provision below. In addition, customers may, at their option, take advantage of part-night service in which the luminaire operates for a portion of the night pursuant to the Hours of Operation provision below. Customers may select the part-night service option at the time of lighting installation or at any time during service. Any request to select the part-time night service option must be made in writing.

#### Energy Charges Per Kilowatt-Hour (cents per kilowatt-hour)

Distribution Charge	4.063
Reliability Enhancement/Vegetation Management	0.001
<hr/>	
Total Distribution	4.064
Transmission Charge	1.928
Stranded Cost Charge	(0.052)
Storm Recovery Adjustment Factor	0.000

No further installation or relocation of Incandescent and Mercury Vapor lights will be made after the effective date of this rate.

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Title:                     President

Pole and Accessory Charge

An additional monthly charge enumerated below will be applied where the Company is requested to furnish a suitable wood pole for the sole purpose of supporting a luminaire. If at a future date the pole is used for any purpose approved by the Company in addition to supporting a street and/or floodlight luminaire, the pole charge will be terminated. This pole may not be more than one (1) span from the existing secondary service located along a roadway or thoroughfare, and must be reachable for mechanized equipment.

<b>Description</b>	<b>Monthly Price Per Unit</b>
<b>Overhead Service</b>	
Wood Poles	\$9.66
<b>Underground Service – Non-Metallic Standard</b>	
Fiberglass – Direct Embedded	\$10.06
Fiberglass with Foundation < 25 ft.	\$16.98
Fiberglass with Foundation >= 25 ft.	\$28.39
Metal Poles – Direct Embedded	\$20.24
Metal Poles with Foundation	\$24.42

Other Charges

Pursuant to RSA 9-E:4, the Company provides a part-night service that, when requested by a customer, will require the replacement of the photoelectric control that will allow for the operation of the luminaire for a portion of the night. The Company shall assess the customer a Part Night Charge of \$150 for the installation of each photoelectric control that must be replaced in order for part-night service to be operational and for the removal of such photoelectric control upon the customer's request to return to full-night service. For installation or removal of each photoelectric control made during a scheduled maintenance visit or during the installation of a new outdoor lighting service, the Company shall assess the customer a Part Night Charge of \$20 for the installation or removal of each such photoelectric control. The Part Night Charge does not include the cost or fees associated with any work-zone protection, traffic control services and/or permits required to perform the customer requested change, all of which shall be the responsibility of the customer.

Issued: August 5, 2022

Issued by:   /s/ Neil Proudman  

Effective: August 1, 2022

Neil Proudman  
Title:   President

For Full-Night Schedule and Part-Night Schedule, the monthly distribution charge is based on the monthly cost of the fixture as provided below:

For New and Existing Installations:

Lamp Nominal  Light Output	Nominal Power Rating		Monthly Fixed Luminaire Charge	Average Monthly kWh		Monthly kWh Charges		Total Distribution Charges	
				Full Night Schedule	Part-Night Schedule	Full Night Schedule	Part-Night Schedule	Full Night Schedule	Part-Night Schedule
(Lumens)	Watts	Kelvin	\$/month	kWh/month	kWh/month	\$/month	\$/month	\$/month	\$/month

High Pressure Sodium (HPS)

4,000	50	2,000	\$8.53	16	8	\$0.98	\$0.49	\$9.70	\$9.21
9,600	100	2,000	\$9.86	33	17	\$2.01	\$1.01	\$12.09	\$11.09
27,500	250	2,000	\$16.37	82	41	\$5.00	\$2.50	\$21.73	\$19.23
50,000	400	2,000	\$20.36	131	66	\$7.99	\$4.00	\$28.80	\$24.81
9,600	100	2,000	\$11.57	33	17	\$2.01	\$1.01	\$13.84	\$12.84

High Pressure Sodium (HPS) Flood

27,500	250	2,000	\$16.54	82	41	\$5.00	\$2.50	\$21.91	\$19.41
50,000	400	2,000	\$22.09	131	66	\$7.99	\$4.00	\$30.57	\$26.58

For Existing Installations Only:

Lamp Nominal  Light Output	Nominal Power Rating		Monthly Fixed Luminaire Charge	Average Monthly kWh		Monthly kWh Charges		Total Distribution Charges	
				Full Night Schedule	Part-Night Schedule	Full Night Schedule	Part-Night Schedule	Full Night Schedule	Part-Night Schedule
(Lumens)	Watts	Kelvin	\$/month	kWh/month	kWh/month	\$/month	\$/month	\$/month	\$/month

Incandescent

1000	103	2,400	\$10.95	34	17	\$2.07	\$1.04	\$13.26	\$12.23
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Mercury Vapor (MV)

4,000	100	4,000	\$7.57	33	17	\$2.01	\$1.01	\$9.75	\$8.75
8,000	175	4,000	\$8.50	57	29	\$3.48	\$1.74	\$12.17	\$10.43
22,000	400	5,700	\$15.20	131	66	\$7.99	\$4.00	\$23.53	\$19.54
63,000	1000	4,000	\$25.69	328	164	\$20.01	\$10.01	\$46.27	\$36.27

Mercury Vapor (MV) Flood

22,000	400	5,700	\$17.39	131	66	\$7.99	\$4.00	\$25.77	\$21.78
63,000	1000	4,000	\$33.70	328	164	\$20.01	\$10.01	\$54.45	\$44.45

Issued: August 5, 2022

Issued by: \_\_\_\_\_ /s/ Neil Proudman

Effective: August 1, 2022

Neil Proudman  
Title: President

Limitations on Availability

The availability of this rate to any Customer is contingent upon the availability to the Company of personnel and/or other resources necessary to perform the conversion of existing Fixtures.

Special Rate Conditions

Charges for the operation of outdoor lights may be increased if, in the Company’s opinion, lights are to be installed in locations or under conditions such that estimated income will be insufficient to justify the estimated cost of construction.

Billings

One-twelfth of the annual price of luminaires, poles and accessories plus energy charges, including adjustments, will be billed each month beginning with the month following the month in which service is rendered.

Luminaire Charges and Pole and Accessory Charges will be based on the monthly rates above as measured from the date of the prior bill to the current bill date.

Charges per kWh will be based on the monthly kWh per luminaire on page 110.

Hours of Operation

*Full-Night Service:* All streetlights will be operated every night from approximately one half hour after sunset until approximately one half hour before sunrise, a total of approximately 3,938 hours each year, or approximately 328 average monthly hours.

*Part-Night Service:* All streetlights will be operated every night from approximately one half hour after sunset then turning off at the earlier of: a time equal to one-half of the Full Night Service period, or five and one-half hours later, a total of no greater than 1,969 hours each year, or approximately 164 average monthly hours.

Issued: July 1, 2020

Issued by:                     /s/ Susan L. Fleck                    

Effective: July 1, 2020

Susan L. Fleck  
Title:                     President

Failure of Lights to Burn

Should any light fail to burn for the full period provided above, and failure is due to some cause of condition which might reasonably have been prevented by the Company, a deduction will be made from the luminaire price of such light and the kWh for the days the luminaire failed to burn, upon presentation of a claim from the Customer. The deduction shall be equivalent to such part of the annual price thereof as is equal to the ratio that the time of any outage bears to the annual burning time of such light or lights. The provisions of this paragraph do not apply when failure to burn is due to an act of God, or an act or order of any Public Authority or accidental or malicious breakage, provided, however, the necessary repairs are made with reasonable dispatch upon notification by the Customer.

In the event that a private area light other than an LED needs replacement due to failure to burn, the Company will replace the fixture with a like-in-kind LED fixture and the customer will not be responsible to pay the \$50 conversion fee or the undepreciated value. This does not apply to municipal lighting.

Excessive Damage

Excessive damage to poles, lamps, fixtures, or conductors due to wanton or malicious acts will be charged to the Customer at the actual cost of labor and material required for repair or replace the unit. "Excessive damage" is defined as that which occurs more than once a year. Notification of excessive damage shall be made to the Customer by the Company prior to billing for repairs.

Terms of Service

The customer shall receive and pay for outdoor lighting service for an initial term of five years from the date of installation. Unless notice of termination is given, service shall be extended thereafter for terms of one year. Either the customer or the Company may terminate outdoor lighting service by giving the other written notice at least six months before expiration of a term.

Discontinuance of Lights

Upon expiration of the initial five year term, the Customer may discontinue lights by written notice to the Company. Such discontinuance is contingent upon the customer paying the undepreciated value of the light installation plus a removal charge of \$50 per light. Removal of such lights will be completed in a reasonable period as agreed upon.

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Issued by:                                   /s/ Neil Proudman                                  

Effective: July 1, 2021

Neil Proudman  
Title:                                   President

Conversion of Existing Lights to High Pressure Sodium or LED

*Public Street Lights*

Incandescent lights - To any municipality or other governmental agency so requesting, the Company will initiate a conversion schedule for the replacement of incandescent lights with an appropriate high pressure sodium light or LED. The conversion will be completed in a period as agreed upon.

Mercury vapor lights - To any municipality or other governmental agency so requesting, the Company will initiate a conversion schedule for the replacement of mercury vapor lights with an appropriate high pressure sodium light or LED upon payment of the undepreciated value of the existing light. This payment may be spread equally over the following twelve month period. The conversion will be completed in a period as agreed upon.

High Pressure Sodium lights - To any municipality or other governmental agency so requesting, the Company will initiate a conversion schedule for the replacement of high pressure sodium lights with an appropriate LED upon payment of the undepreciated value of the existing light. This payment may be spread equally over the following twelve month period. The conversion will be completed in a period as agreed upon.

*Public, Private, Street, or Outdoor Lights*

Conversion of lights will be made as requested by the Customer and as agreed to by the Company, upon payment of the undepreciated value of the existing light and a \$50 per light conversion charge or in accordance with Rates LED-1 or LED-2. To determine the undepreciated value, the Company will review the install date of the fixture(s) at the Customer's location. If the install date is greater than 23 years from the date of conversion, the undepreciated value will be zero. For fixtures that are not fully depreciated at the time of conversion, the Company will use the 2020 install cost adjusted for inflation to develop an approximate historical cost and depreciate the fixtures using straight line depreciation. The Customer will be responsible for the remaining undepreciated value.

Energy Emergency Service

In the event of a generally recognized national and/or regional energy shortage or emergency, annual outdoor lighting may be disconnected upon written request of the Customer. In this event, a monthly charge will be billed at the rate of 80% of the monthly luminaire charges for the duration of time the lighting service is disconnected.

Issued: July 1, 2020

Issued by:   /s/ Susan L. Fleck  

Effective: July 1, 2020

Title:   Susan L. Fleck    
  President



### Outdoor Lighting Service Rate LED-1

#### Availability

##### *Public Lighting*

Available for Street or Highways and areas within the public domain for customers designated as governmental entities, inclusive of the state, municipalities, or other public authorities. Installations on limited access highways, tunnels, bridges and the access and egress ramps thereto are subject to the Special Rate Conditions of this tariff.

##### *Private Lighting*

Available to private customers for outdoor lighting of areas on private property where necessary fixtures can be supported on existing poles and where such service can be supplied from existing secondary distribution facilities.

In special circumstances outlined in the pole and accessory section below, the Company will install a wooden pole.

##### *Lighting Services*

Service under this rate is for full-night service street lighting whereby the luminaire operates for the entire night time period pursuant to the Hours of Operation provision below. In addition, customers may, at their option, take advantage of part-night service in which the luminaire operates for a portion of the night pursuant to the Hours of Operation provision below. Customers may select the part-night service option at the time of lighting installation or at any time during service. Any request to select the part-time night service option must be made in writing.

#### Energy Charges Per Kilowatt-Hour (cents per kilowatt-hour)

Distribution Charge	4.063
Reliability Enhancement/Vegetation Management	0.001
Total Distribution	4.064
Transmission Charge	1.928
Stranded Cost Charge	(0.052)
Storm Recovery Adjustment Factor	0.000

No further installation or relocation of Incandescent and Mercury Vapor lights will be made after the effective date of this rate.

Issued: August 5, 2022

Issued by: /s/ Neil Proudman

Effective: August 1, 2022

Neil Proudman  
Title: President

Pole and Accessory Charge

An additional monthly charge enumerated below will be applied where the Company is requested to furnish a suitable wood pole for the sole purpose of supporting a luminaire. If at a future date the pole is used for any purpose approved by the Company in addition to supporting a street and/or floodlight luminaire, the pole charge will be terminated. This pole may not be more than one (1) span from the existing secondary service located along a roadway or thoroughfare, and must be reachable for mechanized equipment.

<b>Description</b>	<b>Monthly Price Per Unit</b>
<b>Overhead Service</b>	
Wood Poles	\$9.66
<b>Underground Service – Non-Metallic Standard</b>	
Fiberglass – Direct Embedded	\$10.06
Fiberglass with Foundation < 25 ft.	\$16.98
Fiberglass with Foundation >= 25 ft.	\$28.39
Metal Poles – Direct Embedded	\$20.24
Metal Poles with Foundation	\$24.42

Other Charges

Pursuant to RSA 9-E:4, the Company provides a part-night service that, when requested by a customer, will require the replacement of the photoelectric control that will allow for the operation of the luminaire for a portion of the night. The Company shall assess the customer a Part Night Charge of \$150 for the installation of each photoelectric control that must be replaced in order for part-night service to be operational and for the removal of such photoelectric control upon the customer’s request to return to full-night service. For installation or removal of each photoelectric control made during a scheduled maintenance visit or during the installation of a new outdoor lighting service, the Company shall assess the customer a Part Night Charge of \$20 for the installation or removal of each such photoelectric control. The Part Night Charge does not include the cost or fees associated with any work-zone protection, traffic control services and/or permits required to perform the customer requested change, all of which shall be the responsibility of the customer.

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Issued by: /s/ Neil Proudman

Neil Proudman

Effective: August 1, 2022

Title: President

For Full-Night Schedule and Part-Night Schedule, the monthly distribution charge is based on the monthly cost of the fixture as provided below:

Lamp Nominal  Light Output	Nominal Power Rating		Monthly Fixed Luminaire Charge	Average Monthly kWh		Monthly kWh Charges		Total Distribution Charges	
				Full Night Schedule	Part-Night Schedule	Full Night Schedule	Part-Night Schedule	Full Night Schedule	Part-Night Schedule
(Lumens)	Watts	Kelvin	\$/month	kWh/month	kWh/month	\$/month	\$/month	\$/month	\$/month
<u>LED Roadway/Highway</u>									
4,000	30	4,000	\$5.53	10	5	\$0.61	\$0.31	\$6.27	\$5.97
6,500	50	4,000	\$5.77	16	8	\$0.98	\$0.49	\$6.88	\$6.39
16,500	130	4,000	\$8.90	43	22	\$2.62	\$1.31	\$11.72	\$10.41
21,000	190	4,000	\$17.06	62	31	\$3.78	\$1.89	\$21.22	\$19.33
<u>LED Underground Residential Developments:</u>									
3,000	30	3,000	\$12.89	10	5	\$0.61	\$0.31	\$13.79	\$13.49
<u>LED Flood:</u>									
10,500	90	4,000	\$8.76	30	15	\$1.83	\$0.92	\$10.79	\$9.88
16,500	130	4,000	\$10.08	43	22	\$2.62	\$1.31	\$12.93	\$11.62
<u>LED Caretaker I (Secondary Roadways):</u>									
4,000	30	3,000	\$4.96	10	5	\$0.61	\$0.31	\$5.68	\$5.38

Limitations on Availability

The availability of this rate to any Customer is contingent upon the availability to the Company of personnel and/or other resources necessary to perform the conversion of existing Fixtures.

Special Rate Conditions

Charges for the operation of outdoor lights may be increased if, in the Company’s opinion, lights are to be installed in locations or under conditions such that estimated income will be insufficient to justify the estimated cost of construction.

Choice of Color Temperature

Each fixture type offered under this LED-1 tariff, except the Caretaker II and Underground Residential, is offered with a customer choice of correlated color temperature (CCT) of either 3000 Kelvin (K) or 4000 K. The Caretaker II and Underground Residential lights are only available in 3000 K. If the customer does not select a color temperature, fixtures with a CCT of 3000 K will be provided.

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Effective: August 1, 2022

Neil Proudman  
Title: President

### Billings

Charges per kWh will be based on the monthly kWh per luminaire on page 116. The monthly kWh amount shall be determined by allocating the number of annual operating hours for streetlights among the months. The average monthly kWh for each light will be used to bill for kWh usage. Luminaire Charges and Pole and Accessory Charges will be based on the monthly rates above as measured from the date of the prior bill to the current bill date.

### Hours of Operation

*Full-Night Service:* All streetlights will be operated every night from approximately one half hour after sunset until approximately one half hour before sunrise, a total of approximately 3,938 hours each year or approximately 328 average monthly hours.

*Part-Night Service:* All streetlights will be operated every night approximately one half hour after sunset then turning off at a the earlier of: a time equal to one-half of the Full-Night Service period, or five and one-half hours later , a total of no greater than 1,969 hours each year or approximately 164 average monthly hours.

### Failure of Lights to Burn

Should any light fail to burn for the full period provided above, and failure is due to some cause of condition which might reasonably have been prevented by the Company, a deduction will be made from the luminaire price of such light, upon presentation of a claim from the Customer. The deduction shall be equivalent to such part of the annual price thereof as is equal to the ratio that the time of any outage bears to the annual burning time of such light or lights. The provisions of this paragraph do not apply when failure to burn is due to an act of God, or an act or order of any Public Authority or accidental or malicious breakage, provided, however, the necessary repairs are made with reasonable dispatch upon notification by the Customer.

In the event that a private area light other than an LED needs replacement due to failure to burn, the Company will replace the fixture with a like-in-kind LED fixture and the customer will not be responsible to pay the \$50 conversion fee or the undepreciated value. This does not apply to municipal lighting.

### Excessive Damage

Excessive damage to poles, lamps, fixtures, or conductors due to wanton or malicious acts will be charged to the Customer at the actual cost of labor and material required for repair or replace the unit. "Excessive damage" is defined as that which occurs more than once a year. Notification of excessive damage shall be made to the Customer by the Company prior to billing for repairs.

### Energy Emergency Service

In the event of a generally recognized national and/or regional energy shortage or emergency, annual outdoor lighting may be disconnected upon written request of the Customer. In this event, a monthly charge will be billed at the rate of 80% of the monthly luminaire charges for the duration of time the lighting service is disconnected.

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Issued by:                                 /s/ Neil Proudman                                  
Neil Proudman  
Title:                                 President                                

Effective: July 1, 2021

Terms of Service

The customer shall receive and pay for outdoor lighting service for an initial term of five years from the date of installation. Unless notice of termination is given, service shall be extended thereafter for terms of one year. Either the customer or the Company may terminate outdoor lighting service by giving the other written notice at least six months before expiration of a term.

Discontinuance of Lights

Upon expiration of the initial five year term, the Customer may discontinue lights by written notice to the Company. Such discontinuance is contingent upon the customer paying the undepreciated value of the light installation plus a removal charge of \$50 per light. Removal of such lights will be completed in a reasonable period as agreed upon.

Conversion of Existing Lights to LED

*Public Street Lights*

Incandescent lights - To any municipality or other governmental agency so requesting, the Company will initiate a conversion schedule for the replacement of incandescent lights with an appropriate LED. The conversion will be completed in a period as agreed upon.

Mercury vapor and high pressure sodium lights - To any municipality or other governmental agency so requesting, the Company will initiate a conversion schedule for the replacement of mercury vapor and high pressure sodium lights with an appropriate LED upon payment of the undepreciated value of the existing light. This payment may be spread equally over the following twelve month period. The conversion will be completed in a period as agreed upon.

*Public, Private, Street, or Outdoor Lights*

Conversion of lights will be made as requested by the Customer and as agreed to by the Company, upon payment of the undepreciated value of the existing light and a \$50 per light conversion charge or in accordance with Rates LED-1 or LED-2. To determine the undepreciated value, the Company will review the install date of the fixture(s) at the Customer's location. If the install date is greater than 23 years from the date of conversion, the undepreciated value will be zero. For fixtures that are not fully depreciated at the time of conversion, the Company will use the 2020 install cost adjusted for inflation to develop an approximate historical cost and depreciate the fixtures using straight line depreciation. The Customer will be responsible for the remaining undepreciated value.

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Susan L. Fleck

Effective: July 1, 2020

Title:                   President

### **Outdoor Lighting Service Rate LED-2**

#### Availability

This rate is only available to customers that are as governmental entities, inclusive of the state, municipalities, or other public authorities who are converting from high pressure sodium, mercury vapor, or incandescent lighting to Light Emitting Diode (“LED”) or that want new LED street light installations and that want to purchase and own the LED fixtures including the option to install advanced controls for alternative lighting schedules. Installations on limited access highways, tunnels, bridges and the access and egress ramps thereto are subject to the Special Rate Conditions of this tariff.

#### Public Lighting

Available for Street or Highways and areas within the public domain for customers designated as governmental entities, inclusive of the state, municipalities, or other public authorities. Installations on limited access highways, tunnels, bridges and the access and egress ramps thereto are subject to the Special Rate Conditions of this tariff.

#### Lighting Services

Service under this rate is for full-night, part-night or an alternative schedule with the use of advanced controls. Service under this rate for full-night service street lighting is where the luminaire operates for the entire night time period pursuant to the Hours of Operation provision below. In addition, customers may, at their option, take advantage of part-night service in which the luminaire operates for a portion of the night pursuant to the Hours of Operation provision below. Customers may select the part-night service option at the time of lighting installation or at any time during service. Any request to select the part-time night service option must be made in writing. Service under the alternative schedule with advanced controls is where the luminaire operates for an alternative schedule pursuant to the Use of Advanced Controls provision below.

#### Conversion

Customers choosing to convert from service under Rate M, LED-1, or requesting new service under Rate LED-2 must:

1. Furnish any fixtures accepted by the Company, and pay either the Company per the Installation provision below or a private line contractor, as described under the “Additional Requirements” section below, for the installation of these fixtures.
2. Contribute to the Company either the cost of removal per the Removal provision below or arrange for the private line contractor installing the new LED fixtures to remove and return to the Company the existing fixtures and be responsible for paying the remaining undepreciated value of any street and area lighting fixtures as of the date that such fixtures are removed and replaced with LED fixtures per the Undepreciated Value provision under Rates M and LED-1; and

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Susan L. Fleck

Effective: July 1, 2020

Title: President

3. Provide, at least annually, a street light inventory including location of fixtures by pole number, wattage, Kelvin and lumens of all fixtures; The Customer will hold title to all fixtures.

#### Mounting Brackets and Line Taps

The Company will maintain ownership and maintenance responsibility for mounting brackets and line taps to the point where the Customer's fixture is attached.

#### Hours of Operation

Full-night outdoor lighting service on an annual basis totaling approximately 3,938 hours of operation per year or approximately 328 average monthly hours and part-night outdoor lighting service on an annual basis totaling no more than 1,969 hours of operation per year or approximately 164 average monthly hours shall be provided for under this rate. Alternative hours of operation shall also be provided under this rate per the Use of Advanced Controls provision below.

#### Removal and Installation

A customer may request removal only of their lights by the Company for which the customer will be billed \$50 per light to cover labor costs associated with removal. Alternatively, the customer may arrange for the private line contractor installing the new LED fixtures to remove and return to the Company the existing fixtures. Customers will be responsible to pay the remaining undepreciated value of the Company's fixtures to be removed prior to removal. The removal will be completed in a period as agreed upon between the Company and the customer. Under this option, the customer shall pay a private contractor for the installation of the new fixtures per the Additional Requirements below.

A customer may choose to have the Company both remove the old fixtures and install the new fixtures. For this service, the customer will be billed \$215 per old light fixture by the Company to remove the old fixture and install the new fixture to cover labor costs associated with removal and installation. Customers will be responsible to pay the remaining undepreciated value of the fixtures to be removed prior to removal and installation. The installation will be completed in a period as agreed upon between the Company and the customer.

#### Replacement and Maintenance

Any customer requesting replacement or maintenance of a light by the Company will be billed \$215 per light to cover labor costs associated with replacement and maintenance. Ongoing maintenance or replacement of fixtures owned by the customer, including photocell or advanced controls, may be performed by the customer through a Company approved contractor as described below under Additional Requirements or by a customer employee that is a licensed electrician.

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Susan L. Fleck  
Title:                                 President

Additional Requirements

Fixtures must be provided by the Customer for installation on the Company's facilities. Fixtures shall be accepted by the Company in advance of installation and must be compatible with existing line voltage and brackets, and must require no special tools or training to install and maintain. Customers who are replacing existing fixtures with LED fixtures are responsible for the cost of removal and installation. Customers may choose to have this work completed by the Company or may opt to hire and pay a private line contractor to perform the work. Any private contractor shall have all the requisite training, certifications and insurance to safely perform the required installations, and shall be licensed by the State and accepted by the Company. Prior to commencement of work, the municipality must provide written certification of the qualifications to the Company. Contractors shall coordinate the installation work with the Company and submit a work plan subject to approval by the Company, including provisions for either returning removed fixtures to the Company or otherwise disposing of them as approved by the Company. The Customer shall bear all expenses related to the use of such labor, including any expenses arising from damage to the Company's electrical system caused by the contractor's actions.

Monthly Rates:

The energy charges for each luminaire will be determined by multiplying the energy charges per kilowatt-hour by the average monthly kilowatt-hours. The Customer is responsible for providing the list of fixtures and wattages to allow the Company to calculate the kWh to be billed. The kWh will be calculated based on the 2020 Farmer's Almanac hours of daylight.

Energy Charges Per Kilowatt-Hour (cents per kilowatt-hour)

Distribution Charge per kWh	4.063
Reliability Enhancement/Vegetation Management	0.001
<b>Total Distribution</b>	<b>4.064</b>
Transmission Charge	1.928
Stranded Cost Charge	(0.052)
Storm Recovery Adjustment Factor	0.000

For the alternative schedule, the monthly kWh shall be determined as set forth under Use of Advanced Controls.

Failure of Lights to Burn

Should any light fail to burn for the full period provided above, a deduction will be made from the calculated monthly kWh of such light, upon presentation of a claim from the Customer. The provisions of this paragraph do not apply when failure to burn is due to an act of God, or an act or order of any Public Authority or accidental or malicious breakage, provided, however, the necessary repairs are made with reasonable dispatch upon notification by the Customer.

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Neil Proudman  
Title: President



Use of Advanced Controls

Where lighting controls that meet the current ANSI C12.20 standard have been installed that allow for variation from the Company’s outdoor lighting hours schedule under Full-Night Schedule or Part-Night Schedule, the Customer must provide verification of such installation to the Company and a schedule indicating the expected average operating wattage of lights subject to the Customer’s control and operation. Upon installation and at any time thereafter, the Customer must also provide the Company access, either directly or indirectly, to the data from the Customer’s control system in order for the Company to verify the measured energy use of the lighting systems and modify the billed usage as appropriate on a prospective basis. The schedule of average operating wattage ratings may be revised once per year at the request of the Customer. However, it is the Customer’s responsibility to immediately notify the Company of any planned or unplanned changes to its scheduled usage to allow for billing adjustments as may be needed.

The charge for the monthly kilowatt-hours shall be determined on the basis of the average operating wattage of the light sources resulting from installed control adjustments established at the beginning of the billing period multiplied by the average monthly hours of the outdoor lighting hours schedule. The wattage ratings shall allow for the billing of kilowatt-hours according to the schedule submitted by the Customer to the Company and reflect any adjustments from the lighting control system including, but not limited to, fixture trimming, dimming, brightening, variable dimming, and multiple hourly schedules.

Pole and Accessory Charge

An additional monthly charge enumerated below will be applied where the Company is requested to furnish a suitable wood pole for the sole purpose of supporting a luminaire. If at a future date the pole is used for any purpose approved by the Company in addition to supporting a street and/or floodlight luminaire, the pole charge will be terminated. This pole may not be more than one (1) span from the existing secondary service located along a roadway or thoroughfare, and must be reachable for mechanized equipment.

<b>Description</b>	<b>Monthly Price Per Unit</b>
<b>Overhead Service</b>	
Wood Poles	\$9.87
<b>Underground Service – Non-Metallic Standard</b>	
Fiberglass – Direct Embedded	\$10.28
Fiberglass with Foundation < 25 ft.	\$17.35
Fiberglass with Foundation >= 25 ft.	\$29.01
Metal Poles – Direct Embedded	\$20.68
Metal Poles with Foundation	\$24.95

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Neil Proudman

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Title:   President

**Rate EV Plug In Electric Vehicle D-12**

Availability

Retail Delivery Service under this rate is available for uses of a customer taking service under Rate D as a separately metered service. By choosing to participate in this Plug In Electric Vehicle rate, the Customer agrees to pay the following charges for a minimum of two years. The charging station shall be connected by means of an approved circuit to a separate electric vehicle charging meter. The rates for energy (kWh) based charges are seasonal with a winter period from November 1 to April 30 and a summer period from May 1 to October 31.

Character of Service

Service supplied under this rate will be single phase, 60 cycle, alternating current, normally three-wire service at a nominal voltage of 120/240 volts or three-wire 120/208 volts, whichever is available at the location.

Rates per Month

The rate per month will be the sum of the applicable Customer and Energy Charges subject to the adjustments in this tariff:

Rates for Retail Delivery Service Effective November 1, 2022, through April 30, 2023

Customer Charge \$11.35 per month

Energy Charges Per Kilowatt-Hour (cents per kilowatt-hour)

Distribution Charge Off Peak	3.948
Distribution Charge Mid Peak	5.918
Distribution Charge Critical Peak	8.426
Reliability Enhancement/Vegetation Management	0.001
<hr/>	
Total Distribution Charge Off Peak	3.949
Total Distribution Charge Mid Peak	5.919
Total Distribution Charge Critical Peak	8.427
Transmission Charge Off Peak	(0.291)
Transmission Charge Mid Peak	0.115
Transmission Charge Critical Peak	24.841
Energy Service Charge Off Peak	19.962
Energy Service Charge Mid Peak	22.710
Energy Service Charge Critical Peak	23.582
Stranded Cost Adjustment Factor	(0.051)
Storm Recovery Adjustment Factor	0.000

Off peak hours will be from 12AM to 8AM and 8PM to 12AM daily.

Mid peak hours will be from 8AM to 3PM daily Monday through Friday, except holidays.

Mid peak hours will be from 8AM to 8PM Saturday, Sunday and holidays.

Critical peak hours will be from 3PM to 8PM daily Monday through Friday, except holidays.

Issued: November 1, 2022  
Effective: November 1, 2022

Issued by:                                 /s/ Neil Proudman                                  
                                Neil Proudman  
Title:                                 President

**Rate D-11 Battery Storage Pilot**

Availability

Retail Delivery service under this rate is available for domestic purposes in an individual private dwelling to selected customers presently served under Rate D or D-10, by which they have chosen to participate in the Battery Storage Pilot, leasing and utilizing Tesla Powerwall 2 batteries and associated equipment behind their meter. The rates for energy (kWh) based charges are seasonal with a winter period from November 1 to April 30 and a summer period from May 1 to October 31. The availability of this rate will be subject to the Company’s ability to obtain the necessary meters and to render such service.

Character of Service

Service supplied under this rate will be single phase, 60 cycle, alternating current, normally three-wire service at a nominal voltage of 120/240 volts or three-wire 120/208 volts, whichever is available at the location.

Pilot Requirements

This program is applicable to customers who agree through a signed contract to lease two (2) Tesla Powerwall 2 batteries and associated Gateway equipment and allow the Company or Tesla to control such equipment during predicted peak events.

Customer Responsibilities

The Customer is required to sign the Customer Agreement prior to installation of the Tesla Powerwall 2 battery equipment. The Customer that participates in the pilot shall pay the monthly rate of \$50 for a minimum of ten (10) years, or contribute \$4,866 upfront to the cost of the batteries. Customers who have purchased premises with Company-owned Powerwall 2 battery equipment must sign a Customer Agreement to continue participation in the program. In the event the Customer does not want to sign the Customer Agreement after the premises have been purchased, the Customer must allow the Company to remove the batteries at no cost to the Customer or the Company if changes to electrical wiring is required. The Customer is required to own and occupy the premises where the Powerwall 2 battery equipment is installed. Customers shall be required to maintain reliable communications with the Powerwall 2 battery equipment system, including maintaining functional internet connectivity with WiFi capabilities. The Customer is responsible for compliance with all warranty requirements as described in the Customer Agreement. The Company is responsible for all maintenance and warranty issues related to the Tesla Powerwall 2 battery equipment and shall provide the Customer with the warranty requirements. In the event that the Customer does not stay current with the monthly payments for the Powerwall 2 battery equipment system, the Company may require return of the equipment with proper notice, and the Customer shall be responsible for the removal fees.

Company Responsibilities

The Company or Tesla shall have the ability to control the Powerwall 2 battery equipment at its sole discretion just prior to and during predicted peak events and to charge the battery for the entire period of installation. The Company will provide installation for the Powerwall 2 battery equipment and bidirectional metering equipment. The Company is responsible for maintenance and warranty issues related to the Company-owned Tesla Powerwall 2 battery equipment and associated facilities and systems.

Issued: July 1, 2020

Issued by:                     /s/ Susan L. Fleck                    

Susan L. Fleck

Effective: July 1, 2020

Title:                     President

Control Credits

The Company or Tesla will take control of and dispatch the Powerwall 2 battery equipment during predicted peak events. Customers who lease the Powerwall 2 battery equipment from the Company will be compensated in accordance with the Alternative Net Metering Tariff adopted by the Commission in Order No. 26,029 dated June 23, 2017, as described in Section 51 of this tariff, when the Company dispatches the Powerwall 2 battery equipment for predicted peak events.

Rates per Month

The rate per month will be the sum of the applicable Customer and Energy Charges subject to the adjustments in this tariff:

Rates for Retail Delivery Service Effective November 1, 2022, through April 30, 2023

Customer Charge	\$14.74 per month
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Energy Charges Per Kilowatt-Hour (cents per kilowatt-hour)

Distribution Charge Off Peak	3.948
Distribution Charge Mid Peak	5.918
Distribution Charge Critical Peak	8.426
Reliability Enhancement/Vegetation Management	0.001
<hr/>	
Total Distribution Charge Off Peak	3.949
Total Distribution Charge Mid Peak	5.919
Total Distribution Charge Critical Peak	8.427
Transmission Charge Off Peak	(0.291)
Transmission Charge Mid Peak	0.115
Transmission Charge Critical Peak	24.841
Energy Service Charge Off Peak	19.962
Energy Service Charge Mid Peak	22.710
Energy Service Charge Critical Peak	23.582
Stranded Cost Adjustment Factor	(0.051)
Storm Recovery Adjustment Factor	0.000

Off peak hours will be from 12AM to 8AM and 8PM to 12AM daily.

Mid peak hours will be from 8AM to 3PM daily Monday through Friday, except holidays.

Mid peak hours will be from 8AM to 8PM Saturday, Sunday and holidays.

Critical peak hours will be from 3PM to 8PM daily Monday through Friday, except holidays.

Issued:	November 1, 2022	Issued by:	<u>/s/ Neil Proudman</u>
			Neil Proudman
Effective:	November 1, 2022	Title:	<u>President</u>

RATES EFFECTIVE NOVEMBER 1, 2022  
FOR USAGE ON AND AFTER NOVEMBER 1, 2022

Rate	Blocks	Distribution Charge	REP/VMP	Net Distribution Charge	Transmission Charge	Stranded Cost Charge	Storm Recovery Adjustment Factor	System Benefits Charge	Electricity Consumption Tax	Total Delivery Service	Energy Service	Total Rate	
D	Customer Charge	\$ 14.74		14.74						14.74		\$ 14.74	
	All kWh	\$ 0.05856	0.00001	0.05857	0.03635	(0.00051)	-	0.00792	-	0.10233	0.22228	\$ 0.32461	
Off Peak Water Heating Use 16 Hour Control <sup>1</sup>	All kWh	\$ 0.05056	0.00001	0.05057	0.03635	(0.00051)	-	0.00792	-	0.09433	0.22228	\$ 0.31661	
Off Peak Water Heating Use 6 Hour Control <sup>1</sup>	All kWh	\$ 0.05150	0.00001	0.05151	0.03635	(0.00051)	-	0.00792	-	0.09527	0.22228	\$ 0.31755	
Farm <sup>1</sup>	All kWh	\$ 0.05527	0.00001	0.05528	0.03635	(0.00051)	-	0.00792	-	0.09904	0.22228	\$ 0.32132	
D-10	Customer Charge	\$ 14.74		14.74						14.74		\$ 14.74	
	On Peak kWh	\$ 0.12447	0.00001	0.12448	0.02338	(0.00051)	-	0.00792	-	0.15527	0.22228	\$ 0.37755	
	Off Peak kWh	\$ 0.00167	0.00001	0.00168	0.02338	(0.00051)	-	0.00792	-	0.03247	0.22228	\$ 0.25475	
G-1	Customer Charge	\$ 435.18		435.18						435.18		\$ 435.18	
	Demand Charge	\$ 9.22		9.22						9.22		\$ 9.22	
	On Peak kWh	\$ 0.00590	0.00001	0.00591	0.02492	(0.00051)	-	0.00792	-	0.03824			
											0.18587	\$ 0.22411	
											0.16081	\$ 0.19905	
											0.15134	\$ 0.18958	
											0.19864	\$ 0.23688	
											0.34354	\$ 0.38178	
											0.41240	\$ 0.45064	
	Off Peak kWh	\$ 0.00174	0.00001	0.00175	0.02492	(0.00051)	-	0.00792	-	0.03408			
											0.18587	\$ 0.21995	
											0.16081	\$ 0.19489	
											0.15134	\$ 0.18542	
											0.19864	\$ 0.23272	
											0.34354	\$ 0.37762	
											0.41240	\$ 0.44648	
G-2	Customer Charge	\$ 72.52		72.52						72.52		\$ 72.52	
	Demand Charge	\$ 9.27		9.27						9.27		\$ 9.27	
	All kWh	\$ 0.00233	0.00001	0.00234	0.02529	(0.00051)	-	0.00792	-	0.03504			
											0.18587	\$ 0.22091	
											0.16081	\$ 0.19585	
											0.15134	\$ 0.18638	
											0.19864	\$ 0.23368	
											0.34354	\$ 0.37858	
											0.41240	\$ 0.44744	
G-3	Customer Charge	\$ 16.66		16.66						16.66		\$ 16.66	
	All kWh	\$ 0.05282	0.00001	0.05283	0.03014	(0.00051)	-	0.00792	-	0.09038	0.22228	\$ 0.31266	
T	Customer Charge	\$ 14.74		14.74						14.74		\$ 14.74	
	All kWh	\$ 0.04743	0.00001	0.04744	0.02615	(0.00051)	-	0.00792	-	0.08100	0.22228	\$ 0.30328	
V	Minimum Charge	\$ 16.66		16.66						16.66		\$ 16.66	
	All kWh	\$ 0.05433	0.00001	0.05434	0.03003	(0.00051)	-	0.00792	-	0.09178	0.22228	\$ 0.31406	
D-11	Customer Charge	\$14.74		\$14.74								\$14.74	
	<b>Monday through Friday</b>												
	Off Peak	\$0.03948	\$0.00001	\$0.03949	(\$0.00291)	(\$0.00051)	-	\$0.00792	-	\$0.04399	\$0.19962	\$0.24361	
	Mid Peak	\$0.05918	\$0.00001	\$0.05919	\$0.00115	(\$0.00051)	-	\$0.00792	-	\$0.06775	\$0.22710	\$0.29485	
	Critical Peak	\$0.08426	\$0.00001	\$0.08427	\$0.24841	(\$0.00051)	-	\$0.00792	-	\$0.34009	\$0.23582	\$0.57591	
	<b>Saturday through Sunday and Holidays: Mid Peak 8a - 8p, Off Peak 8p - 8a</b>												

<sup>1</sup> Rate is a subset of Domestic Rate D

Dated: November 1, 2022  
Effective: November 1, 2022

Issued by: /s/Neil Proudman  
Neil Proudman  
Title: President

RATES EFFECTIVE NOVEMBER 1, 2022  
FOR USAGE ON AND AFTER NOVEMBER 1, 2022

Rate	Blocks	Distribution Charge	REP/VMP	Net Distribution Charge	Transmission Charge	Stranded Cost Charge	Storm Recovery Adjustment Factor	System Benefits Charge	Electricity Consumption Tax	Total Delivery Service	Energy Service	Total Rate
	Customer Charge	\$11.35		\$11.35								\$11.35
	<b>Monday through Friday</b>											
Rate EV	Off Peak	\$0.03948	\$0.00001	\$0.03949	(\$0.00291)	(\$0.00051)	-	\$0.00792	-	\$0.04399	\$0.19962	\$0.24361
	Mid Peak	\$0.05918	\$0.00001	\$0.05919	\$0.00115	(\$0.00051)	-	\$0.00792	-	\$0.06775	\$0.22710	\$0.29485
	Critical Peak	\$0.08426	\$0.00001	\$0.08427	\$0.24841	(\$0.00051)	-	\$0.00792	-	\$0.34009	\$0.23582	\$0.57591
	<b>Saturday through Sunday and Holidays: Mid Peak 8a - 8p, Off Peak 8p - 8a</b>											
	Customer Charge	\$435.18		\$435.18								\$435.18
	Demand Charge	\$4.61		\$4.61								\$4.61
	<b>Monday through Friday</b>											
Rate EV-L	Off Peak	\$0.02732	\$0.00001	\$0.02733	\$0.00274	(\$0.00051)	-	\$0.00792	-	\$0.03748	\$0.13843	\$0.17591
	Mid Peak	\$0.02936	\$0.00001	\$0.02937	\$0.00337	(\$0.00051)	-	\$0.00792	-	\$0.04015	\$0.14360	\$0.18375
	Critical Peak	\$0.03419	\$0.00001	\$0.03420	\$0.15540	(\$0.00051)	-	\$0.00792	-	\$0.19701	\$0.17805	\$0.37506
	<b>Saturday through Sunday and Holidays: Mid Peak 8a - 8p, Off Peak 8p - 8a</b>											
	Customer Charge	\$72.52		\$72.52								\$72.52
	Demand Charge	\$4.64		\$4.64								\$4.64
	<b>Monday through Friday</b>											
Rate EV-M	Off Peak	\$0.03879	\$0.00001	\$0.03880	\$0.00313	(\$0.00051)	-	\$0.00792	-	\$0.04934	\$0.13857	\$0.18791
	Mid Peak	\$0.04010	\$0.00001	\$0.04011	\$0.00371	(\$0.00051)	-	\$0.00792	-	\$0.05123	\$0.14335	\$0.19458
	Critical Peak	\$0.04590	\$0.00001	\$0.04591	\$0.16783	(\$0.00051)	-	\$0.00792	-	\$0.22115	\$0.17796	\$0.39911
	<b>Saturday through Sunday and Holidays: Mid Peak 8a - 8p, Off Peak 8p - 8a</b>											
	<u>Luminaire Charge</u>											
	HPS 4,000	\$8.53		\$8.53								\$8.53
	HPS 9,600	\$9.86		\$9.86								\$9.86
	HPS 27,500	\$16.37		\$16.37								\$16.37
	HPS 50,000	\$20.36		\$20.36								\$20.36
	HPS 9,600 (Post Top)	\$11.57		\$11.57								\$11.57
	HPS 27,500 Flood	\$16.54		\$16.54								\$16.54
M	HPS 50,000 Flood	\$22.09		\$22.09								\$22.09
	Incandescent 1,000	\$10.95		\$10.95								\$10.95
	Mercury Vapor 4,000	\$7.57		\$7.57								\$7.57
	Mercury Vapor 8,000	\$8.50		\$8.50								\$8.50
	Mercury Vapor 22,000	\$15.20		\$15.20								\$15.20
	Mercury Vapor 63,000	\$25.69		\$25.69								\$25.69
	Mercury Vapor 22,000 Flood	\$17.39		\$17.39								\$17.39
	Mercury Vapor 63,000 Flood	\$33.70		\$33.70								\$33.70
	<u>Luminaire Charge</u>											
	30 Watt Pole Top	\$5.53		\$5.53								\$5.53
	50 Watt Pole Top	\$5.77		\$5.77								\$5.77
	130 Watt Pole Top	\$8.90		\$8.90								\$8.90
LED-1	190 Watt Pole Top	\$17.06		\$17.06								\$17.06
	30 Watt URD	\$12.89		\$12.89								\$12.89
	90 Watt Flood	\$8.76		\$8.76								\$8.76
	130 Watt Flood	\$10.08		\$10.08								\$10.08
	30 Watt Caretaker	\$4.96		\$4.96								\$4.96
	Pole - Wood	\$9.66		\$9.66								\$9.66
	Fiberglass - Direct Embedded	\$10.06		\$10.06								\$10.06
Poles	Fiberglass w/Foundation <=25 ft	\$16.98		\$16.98								\$16.98
	Fiberglass w/Foundation >=25 ft	\$28.39		\$28.39								\$28.39
	Metal Poles - Direct Embedded	\$20.24		\$20.24								\$20.24
	Metal Poles with Foundation	\$24.42		\$24.42								\$24.42
M/LED-1/LED-2	All kWh	\$0.04063	\$0.00001	\$0.04064	\$0.01928	(\$0.00052)	\$0.00000	\$0.00792	\$0.00000	\$0.06732	\$0.22228	\$0.28960

Dated: November 1, 2022  
Effective: November 1, 2022

Neil Proudman  
Title: President

### Rate EV-L Commercial Plug In Electric Vehicle Charging Station

#### Availability

Retail Delivery Service under this rate is available for separately metered electric vehicle charging stations. A Customer will take delivery service on this rate if the Company estimates that its average use will be greater than 72 kW of Demand. If electricity is delivered through more than one meter, except at the Company's option, the charge for electricity delivered through each meter shall be computed separately under this rate. The rates for energy (kWh) based charges are seasonal with a winter period from November 1 to April 30 and a summer period from May 1 to October 31.

#### Character of Service

Service supplied under this rate will be 60 cycle, alternating current either:

- Three-phase secondary normally at a nominal voltage of 120/208, or 277/480 volts for loads greater than 72 kW. Demand of 150 kVa or greater will be generally served by padmounted transformer service according to the Company's Specifications for Electrical Installations.
- Three-phase primary normally at a nominal voltage of 2400, 4160, 4800, 7200, 13,200 or 13,800 volts for loads greater than 72 kW. Demand of 150 kVa or greater will be generally served by padmounted transformer service according to the Company's Specifications for Electrical Installations.

All voltages are not available in every area.

#### Rates per Month

The rate per month will be the sum of the applicable Customer, Demand and Energy Charges subject to the adjustments in this tariff:

#### Rates for Retail Delivery Service Effective November 1, 2022, through April 30, 2023

Customer Charge \$435.18 per month

#### Energy Charges Per Kilowatt-Hour (cents per kilowatt-hour)

Distribution Charge Off Peak	2.732
Distribution Charge Mid Peak	2.936
Distribution Charge Critical Peak	3.419
Reliability Enhancement/Vegetation Management	0.001
Total Distribution Charge Off Peak	2.733
Total Distribution Charge Mid Peak	2.937
Total Distribution Charge Critical Peak	3.420
Transmission Charge Off Peak	0.274

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Issued by: /s/ Neil Proudman  
Neil Proudman

Effective: November 1, 2022

Title: President

Transmission Charge Mid Peak	0.337
Transmission Charge Critical Peak	15.540
Energy Service Charge Off Peak	13.843
Energy Service Charge Mid Peak	14.360
Energy Service Charge Critical Peak	17.805
Stranded Cost Adjustment Factor	(0.051)
Storm Recovery Adjustment Factor	0.000

Off peak hours will be from 12AM to 8AM and 8PM to 12AM daily.

Mid peak hours will be from 8AM to 3PM daily Monday through Friday, except holidays.

Mid peak hours will be from 8AM to 8PM Saturday, Sunday and holidays.

Critical peak hours will be from 3PM to 8PM daily Monday through Friday, except holidays.

Demand Charges Per Kilowatt

Distribution \$4.61

Demand

The Demand for each month under ordinary load conditions shall be the greatest of the following:

1. The greatest fifteen-minute peak during the peak hours which occurs during such month as measured in kilowatts,
2. 90% of the greatest fifteen-minute peak during the peak hours occurring during such month as measured in kilovolt-amperes where the Customer's kilowatt Demand exceeds 75 kilowatts, or
3. 80% of the greatest Demand as so determined above during the preceding eleven months.

Any Demands established during the eleven (11) months prior to the application of this rate shall be considered as having been established under this rate.

Terms of Agreement

The term of the Service Agreement shall be one year, and shall continue thereafter until canceled by one month's notice to the Company by the Customer. The Customer will not be permitted to change from this rate to any other rate until the Customer has taken service under this rate for at least twelve months. However, upon payment by the Customer of a suitable termination charge, the Company may, at its option, waive this provision where a substantial hardship to the Customer would otherwise result.

Guarantees

When the estimated expenditure necessary to deliver electrical energy properly to a Customer's premises shall be of such an amount that the income to be derived from the delivery of such energy at the rate herein established, including the monthly minimum charge, will be insufficient to warrant such expenditure, the Company may require the Customer to guarantee a minimum annual payment for a term of years and/or to pay the whole or a part of the cost of extending, enlarging,

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Issued by:                     /s/ Neil Proudman                      
Neil Proudman

Effective: November 1, 2022

Title:                     President



or rebuilding its facilities to supply the Customer's premises or other reasonable payments in addition to the payments otherwise provided herein.

#### Location of Charging Stations

The order of preference for the location of Company facilities to serve charging stations are (i) along public ways; (ii) along private roads maintained year-round; (iii) and over rights of way accessible by standard Company equipment. The Company may choose a higher preference location even if a lower preference location may result in a shorter line extension. The final placement of Company facilities to serve charging stations must be preapproved by the Company.

#### Distribution Facilities to Serve Charging Stations

##### 1. Overhead Three-Phase Facilities

The estimated cost of distribution facilities, including the length of an Overhead Service Drop shall be derived based on the customer-specific job requirements and shall include all costs related to the construction of the distribution facilities, including but not limited to design and inspection and construction labor; researching and recording easements; materials; traffic control; tree trimming; blasting and overheads.

##### 2. Underground Three-Phase Facilities

The estimated cost of distribution facilities, including the length of an Underground Service Drop shall be derived based on the customer-specific job requirements and shall include all costs related to the construction of the distribution facilities, including but not limited to design and inspection and construction labor; researching and recording easements; materials; traffic control; tree trimming; blasting and overheads and adding the result to the excess cost of any padmounted transformers to be installed. The excess cost of a padmounted transformer is the amount by which the cost of a padmounted transformer exceeds the cost of an equivalent pole-mounted transformer. The Company will determine the excess cost on the basis of average cost formulas consistently and equitably applied to all underground installations.

#### Responsibilities

##### 1. Overhead Facilities

The Company shall be responsible for:

- a) installing, owning and maintaining all poles, primary and secondary wires, transformers, service drops, meters, etc. that, in its opinion, are required to provide adequate service;
- b) designating the location of all Company owned equipment, the service entrance and meter location(s) at the service location and,
- c) blasting and tree trimming and removal along public ways; the Company may charge the Customer the cost of such blasting and tree trimming and removal if, in the Company' s opinion, such estimated cost is in excess of 50% of the average cost per foot.

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Issued by: /s/ Neil Proudman

Effective: August 1, 2022

Title: Neil Proudman  
President

The Company may require the Customer to provide in advance of engineering design and at no cost to the Company:

- a) blasting and tree trimming and removal along private ways;
- b) a complete copy of construction plans including the site plans approved by the planning board in the municipality, if such is required by the municipality;
- c) the Customer's best estimates of the likely load of the proposed charging stations; all applicable documents required for the Company to prepare an easement for its facilities to be installed on private property;
- d) a copy of the approval of the planning board, if such is required;
- e) a copy of all permits and approvals that have been obtained for construction;
- f) a schedule of the Customer's best estimate for construction;
- g) And such other reasonable information that may be requested.

## 2. Underground Facilities

The Company shall be responsible for:

- a) installing, owning and maintaining all poles, primary and secondary wires, transformers, service drops, meters, etc. that, in its opinion, are required to provide adequate service;
- b) designating the location of all Company owned equipment, the service entrance and meter location(s) at the service location and,
- c) blasting and tree trimming and removal along public ways; the Company may charge the Customer the cost of such blasting and tree trimming and removal if, in the Company's opinion, such estimated cost is in excess of 50% of the average cost per foot.

The Company may require the Customer to provide, in advance of engineering design and at no cost to the Company:

- a) blasting and tree trimming and removal along public ways
- b) a complete copy of construction plans including the site plans approved by the planning board in the municipality, if such is required by the municipality;
- c) the estimated electrical loads, as far as is known by the Customer
- d) all applicable documents required for the Company to prepare an easement for its facilities to be installed on private property;
- e) a copy of the approval of the planning board, if such is required;
- f) a copy of all permits and approvals that have been obtained for construction;
- g) a schedule of the Customer's best estimate for construction;
- h) all applicable documents required for the Company to prepare easements for its facilities to be installed on private property;
- i) providing, installing, owning and maintaining all required foundations, handholes, manholes, grounding systems, primary and secondary cable, and conduit including spacers, glue and pulling strings, etc.;
- j) and such other reasonable information that may be requested.

All distribution facilities constructed under the provisions of this Rate to serve charging stations shall be and shall remain the property of the Company. The Company shall not be required to

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Issued by:                                 /s/ Neil Proudman  
Neil Proudman

Effective: August 1, 2022

Title:                                 President



**Rate EV-M Commercial Plug In Electric Vehicle Charging Station**

Availability

Retail Delivery Service under this rate is available for separately metered electric vehicle charging stations. A Customer will take delivery service on this rate if the Company estimates that its average use will be no greater than 72 kW of Demand. If electricity is delivered through more than one meter, except at the Company’s option, the charge for electricity delivered through each meter shall be computed separately under this rate. The rates for energy (kWh) based charges are seasonal with a winter period from November 1 to April 30 and a summer period from May 1 to October 31.

Character of Service

Service supplied under this rate will be 60 cycle, alternating current single-phase normally three-wire at a nominal voltage of 120/240 volts for loads less than 72 kilowatts. All voltages are not available in every area.

Rates per Month

The rate per month will be the sum of the applicable Customer, Demand and Energy Charges subject to the adjustments in this tariff:

Rates for Retail Delivery Service Effective November 1, 2022, through April 30, 2023

Customer Charge \$72.52 per month

Energy Charges Per Kilowatt-Hour (cents per kilowatt-hour)

Distribution Charge Off Peak	3.879
Distribution Charge Mid Peak	4.010
Distribution Charge Critical Peak	4.590
Reliability Enhancement/Vegetation Management	0.001
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Total Distribution Charge Off Peak	3.880
Total Distribution Charge Mid Peak	4.011
Total Distribution Charge Critical Peak	4.591
Transmission Charge Off Peak	0.313
Transmission Charge Mid Peak	0.371
Transmission Charge Critical Peak	16.783
Energy Service Charge Off Peak	13.857
Energy Service Charge Mid Peak	14.335
Energy Service Charge Critical Peak	17.796
Stranded Cost Adjustment Factor	(0.051)
Storm Recovery Adjustment Factor	0.000

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Issued by: /s/ Neil Proudman

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Neil Proudman  
Title: President

Off peak hours will be from 12AM to 8AM and 8PM to 12AM daily.

Mid peak hours will be from 8AM to 3PM daily Monday through Friday, except holidays.

Mid peak hours will be from 8AM to 8PM Saturday, Sunday and holidays.

Critical peak hours will be from 3PM to 8PM daily Monday through Friday, except holidays.

Demand Charges Per Kilowatt

Distribution \$4.64

Demand

The Demand for each month under ordinary load conditions shall be the greatest of the following:

1. The greatest fifteen-minute peak during the peak hours which occurs during such month as measured in kilowatts,
2. 90% of the greatest fifteen-minute peak during the peak hours occurring during such month as measured in kilovolt-amperes where the Customer's kilowatt Demand exceeds 75 kilowatts, or
3. 80% of the greatest Demand as so determined above during the preceding eleven months.

Any Demands established during the eleven (11) months prior to the application of this rate shall be considered as having been established under this rate.

Demand

The Demand for each month under ordinary load conditions shall be the greatest fifteen-minute peak which occurs during such month as measured in kilowatts.

Terms of Agreement

The term of the Service Agreement shall be one year, and shall continue thereafter until canceled by one month's notice to the Company by the Customer. The Customer will not be permitted to change from this rate to any other rate until the Customer has taken service under this rate for at least twelve months. However, upon payment by the Customer of a suitable termination charge, the Company may, at its option, waive this provision where a substantial hardship to the Customer would otherwise result.

Guarantees

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

Location of Charging Stations

The order of preference for the location of Company facilities to serve charging stations are (i) along public ways; (ii) along private roads maintained year-round; (iii) and over rights of way accessible by standard Company equipment. The Company may choose a higher preference

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location even if a lower preference location may result in a shorter distance for the service. The final placement of Company facilities to serve charging stations must be preapproved by the Company.

Distribution Facilities to Serve Charging Stations

1. Overhead Single Phase Facilities

The estimated cost of distribution facilities, including the length of an Overhead Service Drop shall be derived based on the customer-specific job requirements and shall include all costs related to the construction of the distribution facilities, including but not limited to design and inspection and construction labor; researching and recording easements; materials; traffic control; tree trimming; blasting and overheads.

2. Underground Single Phase Facilities

The estimated cost of distribution facilities, including the length of an Underground Service Drop shall be derived based on the customer-specific job requirements and shall include all costs related to the construction of the distribution facilities, including but not limited to design and inspection and construction labor; researching and recording easements; materials; traffic control; tree trimming; blasting and overheads and adding the result to the excess cost of any padmounted transformers to be installed. The excess cost of a padmounted transformer is the amount by which the cost of a padmounted transformer exceeds the cost of an equivalent pole-mounted transformer. The Company will determine the excess cost on the basis of average cost formulas consistently and equitably applied to all underground installations.

Responsibilities

1. Overhead Facilities

The Company shall be responsible for:

- a) installing, owning and maintaining all poles, primary and secondary wires, transformers, service drops, meters, etc. that, in its opinion, are required to provide adequate service; designating the location of all Company owned equipment, the service entrance and meter location(s) at the service location and, blasting and tree trimming and removal along public ways; the Company may charge the Customer the cost of such blasting and tree trimming and removal if, in the Company’s opinion, such estimated cost is in excess of 50% of the average cost per foot.

The Company may require the Customer to provide in advance of engineering design and at no cost to the Company:

- a) blasting and tree trimming and removal along private ways;
- b) a complete copy of construction plans including the site plans approved by the planning board in the municipality, if such is required by the municipality;
- c) the Customer’s best estimates of the likely load of the proposed charging stations; all applicable documents required for the Company to prepare an easement for its facilities to be installed on private property

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- d) a copy of the approval of the planning board, if such is required;
- e) a copy of all permits and approvals that have been obtained for construction;
- f) a schedule of the Customer's best estimate for construction;
- g) And such other reasonable information that may be requested.

## 2. Underground Facilities

The Company shall be responsible for:

- a) installing, owning and maintaining all poles, primary and secondary wires, transformers, service drops, meters, etc. that, in its opinion, are required to provide adequate service;
- b) designating the location of all Company owned equipment, the service entrance and meter location(s) at the service location and,
- c) blasting and tree trimming and removal along public ways; the Company may charge the Customer the cost of such blasting and tree trimming and removal if, in the Company's opinion, such estimated cost is in excess of 50% of the average cost per foot.

The Company may require the Customer to provide, in advance of engineering design and at no cost to the Company:

- a) blasting and tree trimming and removal along public way
- b) a complete copy of construction plans including the site plans approved by the planning board in the municipality, if such is required by the municipality;
- c) the estimated electrical loads, as far as is known by the Customer
- d) all applicable documents required for the Company to prepare an easement for its facilities to be installed on private property;
- e) a copy of the approval of the planning board, if such is required;
- f) a copy of all permits and approvals that have been obtained for construction;
- g) a schedule of the Customer's best estimate for construction;
- h) all applicable documents required for the Company to prepare easements for its facilities to be installed on private property;
- i) providing, installing, owning and maintaining all required foundations, handholes, manholes, grounding systems, primary and secondary cable, and conduit including spacers, glue and pulling strings, etc.;
- j) and such other reasonable information that may be requested.

All distribution facilities constructed under the provisions of this Rate to serve charging stations shall be and shall remain the property of the Company. The Company shall not be required to install distribution lines, transformers, Service Drops or meters under the above terms in locations where access is difficult by standard Company distribution construction and maintenance vehicles where the service does not comply with the Company's environmental policy and procedures, or where it is necessary to cross a body of water.

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Payments

Facilities in excess of those required to meet the distribution service requirements of the Customer are outside the scope of this policy and may entail additional payments from the Customer.

In accordance with the Formula below (the "Formula"), the Company shall determine whether a payment, by the Customer, of a Construction Advance shall be required. The Construction Advance shall be paid in full prior to the start of any construction.

$$\text{Construction Advance (A)} = C - (R/k)$$

Where:

A = the Construction Advance paid to the Company by the Customer.

C = the total estimated cost of construction for facilities required exclusively to meet the distribution service requirement of the Customer. This cost includes capital and non-capital costs. Where these new or upgraded facilities are not solely to provide service to the Customer, the Company shall appropriately apportion these costs.

R = the annual Distribution Revenue derived from the Customer within the first year following the completion of the Company's construction of the facilities.

k = the annual carrying charges measured at the time of construction, expressed as a decimal.

Where the calculation of (A) results in a positive number, a construction advance in the amount of (A) shall be required from the customer. Where the calculation of (A) results in a negative number, (A) shall be considered to be zero. When the calculation of (A) results in a construction advance of \$500 or less, the payment of the construction advance will be waived.

The Company shall exercise good faith in making each estimate and determination required above.

Only revenues included in this calculation are Distribution revenues.

When in the Company's opinion, more than 32 hours of engineering is required to determine the method of service or prepare construction estimates, the Company will estimate the cost of such engineering. The Company may charge the Customer the excess of 32 hours of engineering before engineering begins. If construction is undertaken, this payment will be applied to any required construction advance. If construction is not undertaken, the Company will refund any balance not spent. If no Construction Advance is required, the entire Additional Advance Payment will be refunded unless excess costs are caused by the Customer.

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