## N.H.P.U.C. No. 19 - ELECTRICITY

# GRANITE STATE ELECTRIC COMPANY DBA

## LIBERTY UTILITIES

## SUPERSEDING N.H.P.U.C. No. 18

## TARIFF

## for

## RETAIL DELIVERY SERVICE

## Applicable

in

Twenty-three towns in New Hampshire

served in whole or in part.

(For detailed description, see Service Area)

Dated: March 29, 2013 Effective: April 29, 2013 Issued by\_\_\_\_\_\_ Victor D. Del Vecchio Title: President THIS PAGE LEFT INTENTIONALLY BLANK

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## 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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#### TERMS AND CONDITIONS

The following Terms and Conditions together with the Company's Specifications for Electrical Installations 2012 where not inconsistent therewith are a part of all rates, and the observance thereof by the Customer is a condition precedent to the initial and continuing supply of electricity by the Company:

## 1. MEANING OF THE WORD "MONTH"

Whenever reference is made to electricity delivered or a payment to be made "in any month", "each month" or "per month", it shall mean the electricity delivered in the period between two successive regular monthly meter readings or the payment to be made in respect of such period.

#### 2. PAYMENT OF BILL

All bills shall be due and payable upon receipt thereof. Bills rendered to non-residential customers on which payment has not been received by the next meter reading date, as shown on the bill, shall bear interest at the rate of 1-½% per month on any unpaid balance. Whenever a check or draft presented for payment of service by any customer is not accepted by the institution on which it is written, a charge of five (5) dollars, or five (5) percent of the face value of the check or draft, whichever is greater, shall be imposed.

#### 3. CUSTOMER DEPOSITS

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 periods, exclusive of the highest-use billing period, and calculated pursuant to New Hampshire Administrative Rules Puc 1203.03(l)(1). Simple annual interest shall accrue on all deposits from the date of deposit to the date of termination of service by the customer at a rate equal to the prime rate. The Customer shall have the opportunity to pay the deposit in three (3) equal monthly installments, with the first payment due immediately, the second payment due within thirty (30) days and the final payment due within sixty (60) days, provided that the first payment shall be for no more than the charge for one month's utility service calculated as provided in Puc 1203(l)(1)(b); and the second and third payments shall be in equal installments of the remainder due.

All deposits shall accrue simple annual interest from the date of deposit to the date of termination of service by the customer. Interest shall accrue at a rate equal to the prime rate. When a deposit has been held longer than 12 months, interest shall be paid to the customer or credited to the customer's current bill not less than annually. The entire deposit plus interest accrued shall be refunded when all bills have been paid without arrearage for 12 consecutive months for a residential customer and 24 consecutive months for a non-residential customer. With the agreement of the customer, deposits plus the interest accrued thereon may be applied against the current bills until the balance of the deposit is exhausted. Upon termination of service, the deposit plus interest accrued less any amount due the utility shall be refunded within 60 days of the date of termination.

#### 4. 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 of twenty (20) dollars for such a test. If, upon testing, the meter is found to be in error by more than two (2) percent, 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.

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.

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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.

## 5. LOCATION OF METERS

For the purpose of determining the amount of electricity delivered, meters of either the indoor or outdoor type shall be installed by the Company at locations to be designated by the Company. The Company may at any time change any meter installed by it. The Company may also change the location of any meter or change from an indoor type to an outdoor type, provided that all expense of so doing is borne by the Company. Upon the reading of the Company's meter all bills shall be computed. If more than one meter is installed, except at the Company's option, the Monthly charge for Service delivered through each meter shall be computed separately under the applicable rate.

In case 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.

## 6. INSTALLATION AND SEALING OF METER SWITCHES AND CIRCUIT BREAKERS

The Customer shall furnish and install upon its premises such service conductors, service equipment, including oil circuit breaker if used, and meter mounting device as shall conform with specifications issued from time to time by the Company, and the Company may seal such service equipment and meter mounting device, and adjust, set and seal such oil circuit breaker and such seals shall not be broken and such adjustments or settings shall not be changed or in any way interfered with by the Customer.

#### 7. CUSTOMER'S RESPONSIBILITY FOR INSTALLATION OF EQUIPMENT ON ITS PREMISES

The Customer shall furnish, at no cost to the Company, the necessary space, housing, fencing and foundations for such equipment as will be installed upon its premises, in order to supply it with electricity, whether such equipment be furnished by the Customer or the Company. Such space, housing, fencing and foundations shall be in conformity with the Company's specifications and subject to its approval.

#### 8. TEMPORARY SERVICE

Temporary service is service which will not continue for a sufficient period to yield the Company adequate revenue at its regular rates to justify the expenditures necessary to provide such service. It shall be the Company's policy to require Customers seeking Temporary Service to pay the full amount of the estimated cost of installing and removing the requested connection, less estimated salvage value, in advance of the installation by the Company of the connection. In addition, the Customer will be required to make payments for electricity at the regular rates. The estimated cost and salvage shall be determined solely by the Company which shall exercise good faith in making such determinations.

## 9. COMPANY'S LIABILITY IN CASE OF INTERRUPTION OF SERVICE

The Company shall not be liable for, or in any way in respect of, any interruption, abnormal voltage, discontinuance or reversal of its service, due to causes beyond its immediate control whether accident, labor difficulties, condition of fuel supply, the attitude of any public authority, or failure to receive any electricity for which in any manner it has contracted, or due the operation in accordance with good utility practice of an emergency load reduction program by the Company or one with whom it has contracted for a supply of electricity, or inability for any other reason to maintain uninterrupted and continuous service; provided, however, that if the Company is unable for any of the causes enumerated above to supply any electricity for a continuous period of two days or more, then upon request of the Customer, the Demand Charge, if any, shall be suspended for the duration of such inability.

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#### 10. COMPANY'S LIABILITY FOR USE OF ELECTRICITY ON CUSTOMER'S PREMISES

The Company shall not be liable for damage to the person or property of the Customer or any other persons resulting from the use of electricity or the presence of the Company's appliances and equipment on the Customer's premises.

#### 11. SERVICE CONNECTION CHARGE AND RECONNECTION CHARGE

A service connection charge of Twenty Dollars shall be charged to all customers requesting new service.

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, a reconnection charge of Thirty Five Dollars will be made.

When it is necessary for the Company to send an employee to the meter location outside of normal working hours to establish or reestablish service, the charge will be Seventy dollars. A charge of Twenty dollars may[u1] 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

#### 12. ACCESS TO AND PROTECTION OF COMPANY'S EQUIPMENT ON CUSTOMER'S PREMISES

The Customer shall not permit access for any purpose whatsoever, except by authorized employees of the Company, to the meter or other appliances and equipment of the Company, or interfere with same, and shall provide for their safekeeping. In case of loss or damage of the Company's property, the Customer shall pay to the Company the value of such property or the cost of making good the same.

#### 13. COMPANY'S RIGHT OF ACCESS TO ITS EQUIPMENT ON CUSTOMER'S PREMISES

The Company shall have the right of access at all reasonable times to the premises on which its meters, other appliances and equipment are located for the purpose of examining or removing the same.

## 14. 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.

#### 15. SERVICE TO BARNS OR GARAGES

The Company shall not be required to install a service or meter for a garage, barn or other out-building, so located that it may be supplied with electricity through a service and meter in the main building.

## 16. OBTAINING STREET OR OTHER PERMITS AND CERTIFICATES

The Company shall make, or cause to be made, application for any necessary street permits, and shall not be required to supply service until a reasonable time after such permits are granted. The Customer shall obtain or cause to be obtained all permits or certificates, except street permits, necessary to give the Company or its agents access to the Customer's equipment and to enable its conductors to be connected therewith.

#### 17. SPECIAL PROVISIONS FOR UNUSUAL COST TO PROVIDE SERVICE

Whenever the estimated expenditures for the equipment necessary to properly supply electricity to a Customer's premises shall be of such an amount that the income to be derived therefrom at the applicable rates, will in the opinion of the Company, be insufficient to warrant such expenditures, the Company may require a Customer to guarantee a minimum annual payment for a

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term of years or to pay the whole or a part of the cost of extending its lines to a Customer's premises or other reasonable payments in addition to the payments for electricity at the applicable rates.

## 18. POINT OF CONNECTION OF COMPANY'S SERVICE

The Company shall furnish on request detailed information on the method and manner of making service connections. Such detailed information may include a copy of the Company's Specifications for Electrical Installations booklet, as may be amended from time to time, a description of the service available, connections necessary between the Company's facilities and the Customer's premises, location and access of service connection facilities and metering equipment, and Customer and Company responsibilities for installation of facilities.

The Customer shall wire to the point designated by the Company, at which point the Company will connect its service. For a service meeting Company requirements (which requirements are set forth on the Company's website at http://libertyutilities.com/east/electricity/business\_partners/technical\_construction.html), the Company may also permit this connection to be made by a licensed electrician in good standing with the authority having jurisdiction, as required by applicable law, and who is registered with the Company, provided, however, that the Company gives no warranty to the Customer, express or implied, as to the knowledge, training, reliability, honesty, fitness, or performance of any electrician registered with the Company for this purpose, and the Company shall not be liable for any damages or injuries caused by any electrician who may be used for such purpose.

#### 19. UNDERGROUND SERVICE

A Customer's premises may be connected to the Company's aerial distribution wires through an underground connection where the Customer installs, owns and maintains all of the underground service including the necessary riser. All low voltage underground service connected to the Company's underground distribution cables beyond two feet inside the property line shall be installed by the Customer and shall be and remain the property of the Customer.

## 20. RATE FOR TRIAL INSTALLATIONS

The Company may, provided it has spare generating and transmission capacity, supply electricity for trial purposes at other than its regular rates. The period for the trial must be not longer than is necessary for the demonstration and must be specified in the agreement.

#### 21. AUXILIARY SERVICE PROVISIONS

All utility sales to a qualifying facility (as defined in section 26 of the Terms and Conditions of this Tariff) shall be billed according to the tariff provision that would apply if the qualifying facility had no generation, except that:

- 1. a net purchase or sale qualifying facility who has been receiving service prior to March 20, 1981 shall remain on the rate under which it has been receiving such service; and
- 2. no qualifying facility may purchase on a less expensive tariff than would be available if it had no generation.

## 22. DETERMINATION OF THE DEMAND

The demand is the maximum rate of taking electricity. Under ordinary load conditions it will be based upon one or more fifteen-minute peaks as herein defined. In the case of extremely fluctuating loads, however, or under other special conditions, where the demand based as herein indicated would not equitably represent the Company's responsibilities, the demand will be based upon the instantaneous peak or the peak for a shorter period than fifteen minutes, or in accordance with the Fluctuating Load Policy of the Company. A fifteen-minute peak is the average rate of delivery of electricity during any fifteen-minute period as determined by any suitable instrument.

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## 23. 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, the Company will approve the connection of such apparatus to the Company's facilities only after it has determined that the apparatus and revenues meet the requirements referred to in Paragraphs 14 and 17 of the Terms and Conditions.

If the Company furnishes a separate service connection to such load, then a separate bill for such service will be rendered. Charges for billing for electricity supplied will be as provided in the rate plus an amount equal to \$2.76 per month per KVA of transformer needed.

If the Company does not furnish a separate connection for such load but does install additional transformer capacity, other new facilities, or rearranges its existing facilities, the customer may be required to make a payment or other guarantees.

## 24. RELOCATION OF EQUIPMENT ON PRIVATE PROPERTY

Lines, poles and transformer stations on private property are usually situated in locations that were the result of negotiations and mutual agreement with the property owner. When the equipment is Company-owned and is used to supply more than one customer, permanent easements or other rights of way satisfactory to the Company should be obtained.

#### Relocation of Company-Owned Equipment

Subsequent changes in the location of Company-owned facilities on private property will in general be made by the Company at the Customer's expense.

The Company, however, will assume the expense of the relocation if the following conditions exist:

- a. The relocation is for the Company's convenience, or
- b. The relocation is necessary owing to the expansion of the Customer's operations and the expense is justified by the increased annual revenue.

(The preceding should not be construed to apply to a situation where the existing location is adequate to handle the expanded operations or where the relocation is requested solely for the Customer's convenience. In any such instance the relocation will be at the Customer's expense even though increased revenue will result from the expanded operations.)

#### 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.

#### 25. CUSTOMER STREET CROSSINGS

#### 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 over or under the street, the Customer should petition for the wire crossing from the local governmental board having jurisdiction. Upon securing the necessary permits, the Customer will construct the crossing provided there are no attachments on Company-owned equipment. The Customer will own, operate and maintain the crossing.

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## 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:

- a. <u>Construction</u> 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.
- b. <u>Maintenance</u> 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.
- c. <u>Removal of Street Crossing</u> 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.
- d. <u>Street Crossing Agreement</u> All street crossings for Customers made by the Company under above conditions must be covered by a street crossing agreement.

#### ENERGY TRANSACTIONS WITH QUALIFYING FACILITIES

#### 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.

## TERMS AND CONDITIONS

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 <u>Granite State Interconnection Standards</u> Provisions For Inverters Sized Up To 100 kVA as found on Page 76 of 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 Energy Utilities (New Hampshire) Corp. 11 Northeastern Blvd Salem NH 03079 Fax: 603-896-6175

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.

#### PURCHASE OPTIONS

QFs with a peak generating capacity of 1,000 kWs and under may choose to utilize Net Energy Metering as specified in NH RSA 362-A:9 and in PUC 900 Net Metering For Customer-Owned Renewable Energy Generation Resources of 1,000 Kilowatt or Less.

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"). Such purchase 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 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.

#### PAYMENT

For QFs not utilizing Net Energy Metering, within 30 days after the end of a month, the Company will provide the QF with a calculation showing the quantity of electric energy sold into the New England electric wholesale market, the payments received by the Company, and any charges imposed by ISO-NE on the Company for such sales. If the QF agrees with the Company's calculation, the QF will then issue an invoice to the Company for payment of such net electric energy sales. The Company reserves the right to require the QF to pay any administrative or service fees as may be assessed by the Company.

#### METERING

QFs selling to the Company shall install metering as specified by the Company that either (i) satisfy 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.

#### INDEMNIFICATION

The 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.

Dated: March 29, 2013 Effective: April 29, 2013

#### SCHEDULE A

## GRANITE STATE ELECTRIC COMPANY QUALIFYING FACILITY POWER PURCHASE AGREEMENT

The Agreement is between\_\_\_\_\_\_, a Qualifying Facility ("QF") and GRANITE STATE ELECTRIC COMPANY (the "Company") for electric energy purchases by the Company from the QF's facility located at \_\_\_\_\_\_ New Hampshire.

## AGREEMENT TO PURCHASE

Effective as of \_\_\_\_\_\_, the Company agrees to purchase electricity from the QF and QF agrees to sell electricity to the Company under the terms and conditions of the Company's tariff for Energy Transactions with Qualifying Facilities ("QF Tariff") 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 the QF 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

The Company will pay the QF at rates equal to the payments received by the Company for electric energy sales from the QF's facility in the Real-Time Energy Market administered by ISO New England Inc. ("ISO-NE") net of all charges imposed by the ISO-NE for such sales, as provided for in the QF Tariff. The Company reserves the right to require the QF to pay any administrative or service fees as may be assessed by the Company.

#### 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:

Granite State Electric Company

Date:

#### LINE EXTENSIONS POLICY 1: LINE EXTENSION POLICY FOR INDIVIDUAL RESIDENTIAL CUSTOMERS

#### I. Applicability

1. General

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.

#### 2. <u>Temporary Service</u>

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.

#### 3. Street Lights

This policy shall not apply to street lights.

4. Seasonal Service

This policy shall not apply to lines constructed for seasonal service. The Company should be contacted regarding the cost and availability of seasonal service.

- II. Construction of Facilities
  - 1. Line Extension on Public Way and Private Property
    - 1A. General

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

1B. Overhead Line Extension

The Company shall be responsible for:

- i. 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;
- ii. designating the location of all Company owned equipment, the service entrance and meter location(s) at the house; and
- iii. 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 Customer, at no cost to the Company, shall be responsible for:

- i. blasting and tree trimming and removal on private property in accordance with the Company's specifications and subject to the Company's inspection.
- 1C. Underground Line Extension

If the Customer requests an underground primary distribution line on private property in lieu of the standard overhead line, the Company will give reasonable consideration to the request. If the Company believes that there are technical complications, safety issues, engineering concerns, or other reasonable concerns, regarding the feasibility and/or maintenance of an underground system in the given circumstances, the Company may decline to install, own or maintain the underground service.

The Company shall be responsible for:

- i. designating the riser pole location;
- ii. designating the location of all Company owned equipment, the service entrance and meter location(s);
- iii. providing the company owned boxpad foundation;
- iv. providing, installing, owning and maintaining the transformer and meter; and
- v. making all connections to Company equipment.

The Customer, at no cost to the Company, shall be responsible for:

- i. providing, prior to the start of the Company's construction, all applicable documents required for the Company to prepare easements for its facilities to be installed on private property;
- ii. installing a steel riser at the Company's designated pole, including a 90 degree sweep and bonding clamp with a copper wire tap;
- iii. providing and installing all required foundations (except for Company boxpad foundations), handholes, manholes, grounding systems, primary and secondary cable, and conduit including spacers, glue and pulling strings, etc.;
- iv. installing boxpad foundations, provided by the Company, as indicated on the Company's plan and related construction documents; and
- v. installing, owning, and maintaining all service conduit and service cable from the Company's equipment to the designated meter location(s).

## III. Customer Responsibilities

1. Easements

The Company will require the Customer to provide the Company with easements, drafted by the Company, for all Company owned facilities located on private property. The Customer will provide these easements prior to the start of the Company's construction and at no cost to the Company.

#### 2. Code Compliance

All construction must be in accordance with the Company's Construction Standards and the "Information and Requirements for Electric Service" booklet as published by the Company from time to time and shall comply with codes and requirements of legally constituted authorities having jurisdiction.

#### 3. Environmental Permits

The Customer shall be responsible for obtaining any required environmental permits prior to the start of construction.

#### IV. Payment Required

1. Overhead Line Extension

1A. Overhead Cost per Foot

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.

1B. Total Allowed Overhead Line Distance per House

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.

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.

1C. Overhead Installation Charge

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" will be equal to the "Overhead Cost per Foot" times the number of feet in excess of the "Allowed Overhead Line Distance per House."

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## 2. <u>Underground Line Extension</u>

If the Company agrees to an underground primary distribution line, the Company will estimate the Company's cost of providing the underground primary distribution line to the house. The Customer will be required to pay an "Underground Installation Charge" equal to:

- a. the Company's estimated cost of installing the underground line
- b. minus an amount equal to the cost of the "Allowed Overhead Line Distance per House"

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.

When the above results in a negative number, there shall be no "Underground Installation Charge."

#### 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.

#### 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.

#### V. 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.

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.

#### POLICY 2: LINE EXTENSION POLICY FOR RESIDENTIAL DEVELOPMENTS

- I. Applicability
  - 1. General

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.

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.

#### 2. <u>Temporary Service</u>

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.

#### 3. <u>Street Lights</u>

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

#### II. Construction of Facilities

- 1. Line Extension on Public and Private Ways
  - 1A. General

No distinction shall be made between line extensions on public ways or private ways except where specifically noted. 1B. Overhead Line Extension

The Company shall be responsible for:

- i. 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;
- ii. designating the location of all Company owned equipment, excluding street lights, and the service entrance and meter location(s) at each house; and
- iii. 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 Customer, at no cost to the Company, shall be responsible for:

i. 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.

1C. Underground Line Extension

The Company shall be responsible for:

- i. developing the plan to provide underground electric service;
- ii. supplying a list of approved manufacturers and their part numbers for equipment to be supplied by the Customer;
- iii. designating the location of all Company owned equipment, excluding street lights, and the service entrance and meter location(s);
- iv. providing Company owned street light foundations;
- v. providing, installing, owning and maintaining all transformers, Company owned street lights, primary and secondary cable, except services;
- vi. making all connections to Company equipment; and
- vii. inspecting the underground conduit system and equipment foundations installed by the Customer, prior to backfilling.

The Customer, at no cost to the Company, shall be responsible for:

- i. providing, prior to the start of the Company's construction, all applicable documents required for the Company to prepare easements for its facilities to be installed on private property;
- ii. providing and installing all required foundations (except for Company owned street light foundations), handholes, manholes, grounding systems, and conduit including spacers, glue and pulling strings, etc. as indicated on the Company's plan and related construction documents;
- iii. installing foundations, provided by the Company, for Company owned street lights;
- iv. supplying copies of all invoices, when requested, indicating manufacturer and part number for all such equipment listed above; equipment that is not approved shall not be used without the prior written consent of the Company;
- v. installing, owning, and maintaining all secondary services and service conduit from the Company's equipment to each designated meter location; and
- vi. turning over ownership of the conduit system, excluding the service conduit, to the Company upon inspection and acceptance of the conduit system by the Company.

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.

#### III. <u>Customer Responsibilities</u>

1. Easements

The Company will require the Customer to provide the Company with easements, drafted by the Company, for all Company owned facilities located on private property. The Customer will provide these easements prior to the start of the Company's construction and at no cost to the Company.

#### 2. <u>Code Compliance</u>

All construction must be in accordance with the Company's Construction Standards and the "Specification for Electrical Installation" booklet as published by the Company from time to time and shall comply with codes and requirements of legally constituted authorities having jurisdiction.

#### 3. Environmental Permits

The Customer shall be responsible for obtaining any required environmental permits prior to the start of construction.

#### 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.

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

- i. a copy of the approval of the planning board for the subdivision;
- ii. a copy of all permits and approvals that have been obtained for constructing the development;
- iii. easements, drafted by the Company, for all facilities required to serve the development;
- iv. the name and address of the financial institution providing financing for the development, including a contact person and phone number;
- v. 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 costs, may be borne by the municipality and/or Customer if the tariff does not collect all costs of construction;
- vi. a schedule of Customer's best estimate for the construction of homes in the development; and
- vii. such other reasonable information that may be requested to confirm the viability of the development.

#### IV. Payment Required

## 1. Overhead Installation Charge

#### 1A. Definition of Centerline Feet

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

1B. Overhead Cost per Centerline Foot

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. When more than one span of wire is required to reach the service point from the roadway, the Company reserves the right to require the Customer to pay any excess costs to reach the service point.

1C. Total Allowed Overhead Distance

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 The Schedule of Fees for Line Extensions in the Company's Terms and Conditions.

1D. Overhead Installation Charge

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").

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."

The "Overhead Installation Charge" shall be paid by the Customer in advance of the Company's construction.

The "Overhead Installation Charge" is non-refundable if the line is built.

Dated: March 29, 2013 Effective: April 29, 2013

## 2. <u>Underground Installation Charge</u>

#### 2A. Definition of Centerline Feet

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

#### 2B. Underground Cost per Centerline Foot

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.

#### 2C. Total Allowed Underground Distance

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 in Appendix A of the Company's Terms and Conditions.

2D. Underground Installation Charge

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.

The "Underground Installation Charge" is non-refundable if the line is built.

#### 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.

#### V. 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 homes or residential development, 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.

#### POLICY 3

#### LINE EXTENSION POLICY FOR INDIVIDUAL COMMERCIAL AND INDUSTRIAL CUSTOMERS

- I. <u>Applicability</u>
  - 1. General

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.

#### 2. <u>Temporary Service</u>

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.

#### 3. Street Lights

This policy shall not apply to street lights.

#### II. Construction of Facilities

1. Line Extension on Public Way and Private Ways

#### 1A. General

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

1B. Overhead Line Extension

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

- i. 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;
- ii. designating the location of all Company owned equipment, excluding street lights, and the service entrance and meter location(s); and
- iii. 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 Customer, at no cost to the Company, shall be responsible for:

i. 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.

1C. Underground Line Extension

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

- i. developing the plan to provide underground electric service;
- ii. designating the location of all Company owned equipment, the service entrance and meter location(s);
- iii. providing, installing, owning and maintaining all transformers and meters; and
- iv. making all connections to Company equipment.

The Customer, at no cost to the Company, shall be responsible for:

- i. providing, prior to the start of the Company's construction, all applicable documents required for the Company to prepare easements for its facilities to be installed on private property;
- ii. providing and installing all required foundations, handholes, manholes, grounding systems, primary and secondary cable, and conduit including spacers, glue and pulling strings, etc.; and
- iii. retaining ownership of transformer foundations, grounding systems, all primary and secondary cables and all conduit on private property.

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

#### III. <u>Customer Responsibilities</u>

#### 1. Easements

The Company will require the Customer to provide the Company with easements, drafted by the Company, for all Company owned facilities located on private property. The Customer will provide these easements prior to the start of the Company's construction and at no cost to the Company.

#### 2. Code Compliance

All construction must be in accordance with the Company's Construction Standards and the "Specification for Electrical Installation" booklet as published by the Company from time to time and shall comply with codes and requirements of legally constituted authorities having jurisdiction.

#### 3. Environmental Permits

The Customer shall be responsible for obtaining any required environmental permits prior to the start of construction.

#### 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:

- i. 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;
- ii. 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; barring a known occupant, the Customer's best estimates of the likely load of the proposed building;
- iii. all applicable documents required for the Company to prepare an easement for its facilities to be installed on private property;
- iv. a copy of the approval of the planning board for the subdivision, if such is required;
- v. a copy of all permits and approvals that have been obtained for construction;
- vi. the name and address of the financial institution providing financing for the Customer, including a contact person and phone number;
- vii. a schedule of the Customer's best estimate for construction; and
- viii. such other reasonable information that may be requested.

#### IV. Payment Required

#### 1. Construction Advance

The Company will determine facilities required to meet the distribution service requirements of the Customer. 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.

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.

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

2. <u>Refund</u>

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.

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.

#### 3. Additional Payment

When in the Company's opinion, significant 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 this cost 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.

Dated: March 29, 2013 Effective: April 29, 2013

#### POLICY 4

#### LINE EXTENSION POLICY FOR COMMERCIAL AND INDUSTRIAL DEVELOPMENTS

- I. <u>Applicability</u>
  - 1. General

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.

#### 2. <u>Temporary Service</u>

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.

3. Street Lights

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

#### II. Construction of Facilities

- 1. Line Extension on Public and Private-Ways
  - 1A. General

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

#### 1B. Overhead Line Extension

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

- i. 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;
- ii. designating the location of all Company owned equipment, excluding street lights, and the service entrance and meter location(s); and
- iii. 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 Customer, at no cost to the Company, shall be responsible for:

i. 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.

#### 1C. Underground Line Extension

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

- i. developing the plan to provide underground electric infrastructure along the traveled way;
- ii. supplying a list of approved manufacturers and their part numbers for equipment to be supplied by the Customer;
- iii. designating the location of all Company owned equipment, excluding street lights, and the service entrance and meter location(s);
- iv. providing Company owned street light foundations;
- v. providing, installing, owning and maintaining all transformers, primary cable, related primary equipment, Company owned street lights, and meters;
- vi. making all connections to Company equipment; and
- vii. inspecting the underground conduit system and equipment foundations installed by the Customer, prior to backfilling.

The Customer, at no cost to the Company, shall be responsible for:

- i. providing, prior to the start of the Company's construction, all applicable documents required for the Company to prepare easements for its facilities to be installed on private property;
- ii. providing and installing all required foundations (except for Company owned street light foundations), handholes, manholes, grounding systems, and conduit including spacers, glue, and pulling strings, etc., as indicated on the Company's plan and related construction documents;
- iii. installing foundations, provided by the Company, for Company owned street lights;
- iv. supplying copies of all invoices, when requested, indicating manufacturer and part number for all such equipment listed above; equipment that is not approved shall not be used without the prior written consent of the Company; and
- v. turning over ownership of the conduit system, to the Company upon inspection and acceptance of the conduit system by the Company.

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.

#### III. <u>Customer Responsibilities</u>

1. Easements

The Company will require the Customer to provide the Company with easements, drafted by the Company, for all Company owned facilities located on private property. The Customer will provide these easements prior to the start of the Company's construction and at no cost to the Company.

#### 2. <u>Code Compliance</u>

All construction must be in accordance with the Company's Construction Standards and the "Information and Requirements for Electric Service" as published by the Company from time to time and shall comply with codes and requirements of legally constituted authorities having jurisdiction.

#### 3. Environmental Permits

The Customer shall be responsible for obtaining any required environmental permits prior to the start of construction.

#### 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:

- i. 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;
- ii. 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;
- iii. all applicable documents required for the Company to prepare an easement for its facilities to be installed on private property;
- iv. a copy of the approval of the planning board for the subdivision, if such is required;
- v. a copy of all permits and approvals that have been obtained for construction;
- vi. the name and address of the financial institution providing financing for the Customer, including a contact person and phone number;
- vii. 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;
- viii. a schedule of the Customer's best estimate for construction; and
- ix. such other reasonable information that may be requested.

## IV. 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.

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, significant 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 this cost 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.

Dated: March 29, 2013 Effective: April 29, 2013

#### Schedule of Fees for Line Extensions

Summary of Fees and Charges- Policy 1

Allowed Overhead Distance per House	300 feet or 1 pole, whichever is greater
Overhead Cost per Foot	\$11.40

Under Policy 1, there is no allowed underground distance for a single residential home. The Customer is given a credit equal to the cost of 300 feet of overhead distribution line towards the construction cost of the underground line extension and the Customers pays for the costs in excess of the amount of the credit.

Summary of Fees and Charges- Policy 2

Allowed Overhead Distance per House	100 feet
Overhead Cost per Foot	\$11.40
Allowed Underground Distance per House	100 feet
Underground Cost per Centerline Foot	\$14.71

Summary of Fees and Charges- Policy 4

Overhead	\$4,500	
B = Allowed Credit per Buildable Lot	\$4,300	
Underground	\$4,500	
B = Allowed Credit per Buildable Lot		

## PROVISIONS FOR BILLING CHARGES ASSOCIATED WITH METER DIVERSIONS AND DAMAGE TO COMPANY EQUIPMENT IN CONNECTION THEREWITH

- 1. Under paragraph 12 of the Company's Terms and Conditions it is provided that 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.
- 2. 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.
- 3. Bills for charges associated with meter diversions will be rendered as soon as possible after completion of the work.

## ELECTRICITY CONSUMPTION TAX

All customers shall be charged the Electricity Consumption Tax under RSA Ch. 83-E. The Electricity Consumption Tax shall appear separately on all customer bills.

## DOMESTIC SERVICE 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

\$11.00 per month

#### Distribution Energy Charges

#### Regular Use

- 3.458 cents per kilowatt-hour for the first 250 kilowatt-hours
- 5.193 cents per kilowatt-hour for the excess of 250 kilowatt-hours

For customers who received service under the off-peak provisions of the Domestic Service Rate D prior to April 1, 1991, the following rates shall apply:

## 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:

3.311 cents per kilowatt-hour 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.

Dated: March 29, 2013 Effective: April 29, 2013

#### 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:

3.546 cents per kilowatt-hour 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.

#### 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:

- 5.322 cents per kilowatt-hour for 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

# APPROVED TYPES OF WATER HEATERS FOR USE UNDER PROVISIONS OF OFF-PEAK USE CLAUSE OF DOMESTIC RATE D

The specifications for an approved type of water heater for all domestic applications are as follows:

1. It shall be of standard manufacture and have a capacity and corresponding heating elements as specified below:

Approx. Tank Size (gallons)	Rating Top Unit (watts)	Rating Bottom Unit (watts)
80*	4500	3000
100 to 120	4500	4500
150	5000	5000

\*Water heaters of less than 80 gallons with top and bottom heating elements of not more than 4500 watts each may be installed at the Company's option, with the permission of the Regional Executive.

- 2. It shall be equipped with a top and bottom heating element, each controlled by a separate thermostatic switch. The thermostatic switch for the top element shall be of a double-throw type so connected as to permit operation of only one heating element at a time. The thermostat for the bottom element shall be of single-pole, single-throw type. The top and bottom units shall be designed for nominal 240-volt operation.
- 3. It shall have a pressure rating of not less than 250 pounds-per-square-inch test.
- 4. It shall be equipped as purchased with an approved fuel cut-off type temperature limit switch having its temperature sensitive element in contact with tank surface within 12 inches of top and so connected as to completely disconnect the heating elements from the power supply.
- 5. The thermostats for the top and the bottom heating units shall have a range of temperature settings extending from 120 degrees to 170 degrees Fahrenheit with the bottom element setting maintaining approximately a 10-degree differential above the setting of the top element.
- 6. The water heater and the installation thereof shall conform to the National Electric Code, to any State or local requirements, and to those of the Company.

The Customer shall provide a separate circuit for the water heater, of ample capacity and designed for 240-volt operation, to which no equipment other than the water heater shall be connected. Specific water heating connection diagrams for each type of service and rate application are available from the Company.

#### INTERRUPTIBLE CREDITS

The Company will provide, own and maintain a suitable switch designed to control the operation of selected appliances so that the appliance may operate only during the hours chosen by the Company.

If the Customer has installed an electric water heater of a type approved by the Company, and permits the Company to control the operation of the water heater for the specified number of hours per day and during emergency situations, the Customer will receive the following credit each month:

	Control hours per day	Credit
IC-1	6	\$7.64
IC-2	16	\$10.22

# TRANSMISSION SERVICE COST ADJUSTMENT

Transmission service is available to all retail Customers taking service under this rate. For those Customers, the Transmission Energy Charge shall be calculated in accordance with the Company's Transmission Service Cost Adjustment Provision as provided on Page 66 of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 68 of this Tariff.

# STRANDED COST ADJUSTMENT

All energy billed under this rate is subject to a Stranded Cost Energy Charge which shall be adjusted from time to time in accordance with the Company's Stranded Cost Adjustment Provision as provided on Page 67 of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 68 of this Tariff.

### ENERGY SERVICE

Any Customer who is not purchasing generation service from another entity will receive and pay the Company for Energy Service. Notice must be provided by the competitive supplier or the Customer in cases of Customer self-supply. Energy Service prices shall be subject to adjustment in accordance with the Company's Energy Service Adjustment Provision as provided on Page 70 of this Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 68 of this Tariff.

Energy Service may be terminated by a Customer concurrent with the Customer's next scheduled meter read date provided that notice of initiation of generation service from another entity is received by the Company two (2) or more business days before the next scheduled meter read date. Notice must be provided by the competitive supplier or the Customer in cases of Customer self-supply. If the notice of initiation of generation service from another entity is received by the Company fewer than two (2) business days before the next scheduled meter read date, Energy Service shall continue until the Customer's subsequent meter read date.

Dated: March 29, 2013 Effective: April 29, 2013

# 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 in accordance with the settlement agreement approved by the Commission in Docket No. DG 06-107.

# RELIABILITY ENHANCEMENT PROGRAM CAPITAL INVESTMANT 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 approved by the Commission in Docket No. DG 06-107.

### STORM RECOVERY ADJUSTMENT

All energy billed under this rate is subject to a Storm Recovery Adjustment Factor which shall be adjusted from time to time in accordance with the Company's Storm Recovery Adjustment Provision as provided on Page 94 of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 68 of this Tariff.

### ELECTRIC ASSISTANCE PROGRAM

Eligible customers taking service under this rate will receive a discount as provided on Page 69 of this Tariff of which this rate is a part. Eligibility shall be determined in accordance with the Electric Assistance Program Provision on Page 69 of this Tariff. A summary of energy charges in effect, with all adjustments, is provided on Page 68 of this Tariff.

### SYSTEM BENEFITS CHARGE ADJUSTMENT PROVISION

Customers taking service under this rate will be charged a System Benefits Charge as provided on Page 65 of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 68 of this Tariff.

Dated: March 29, 2013 Effective: April 29, 2013

# MINIMUM CHARGE

\$11.00 per month Customer Charge.

### **BIMONTHLY BILLING**

The Company reserves the right to read meters and render bills on a bimonthly basis. When bills are rendered bimonthly, the Customer Charge, the kilowatt-hours stated in each block and the Minimum Charge shall be multiplied by two.

### TERMS OF PAYMENT

The above rate is net, billed monthly or bimonthly and payable upon presentation of the bill.

### TERMS AND CONDITIONS

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

Effective: April 29, 2013

# DOMESTIC SERVICE RATE D-10 OPTIONAL PEAK LOAD PRICING RATE

#### 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 to selected customers presently served under Rate D.

If electricity is delivered through more than one meter, the charge for electricity delivered through each meter shall be computed separately under this rate. 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.

#### 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

\$11.00 month

#### Distribution Energy Charges

On-Peak 10.398 cents per kilowatt-hour Off-Peak 0.083 cents per kilowatt-hour

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.

The holidays will be: New Year's Day, President's Day, Memorial Day, Independence Day, Columbus Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. All holidays will be the nationally observed day.

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

- 1) Electricity delivered to the water heater must be separately controlled.
- 2) The Company shall install, own and maintain the control relay.
- 3) The <u>bottom</u> water heating element will operate only during Off-Peak hours.
- 4) 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.
- 5) 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.

# TRANSMISSION SERVICE COST ADJUSTMENT

Transmission service is available to all retail Customers taking service under this rate. For those Customers, the Transmission Energy Charge shall be calculated in accordance with the Company's Transmission Service Cost Adjustment Provision as provided on Page 66 of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 68 of this Tariff.

# STRANDED COST ADJUSTMENT

All energy billed under this rate is subject to a Stranded Cost Energy Charge which shall be adjusted from time to time in accordance with the Company's Stranded Cost Adjustment Provision as provided on Page 67 of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 68 of this Tariff.

# ENERGY SERVICE

Any Customer who is not purchasing generation service from another entity will receive and pay the Company for Energy Service. Notice must be provided by the competitive supplier or the Customer in cases of Customer self-supply. Energy Service prices shall be subject to adjustment in accordance with the Company's Energy Service Adjustment Provision as provided on Page 70 of this Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 68 of this Tariff.

Energy Service may be terminated by a Customer concurrent with the Customer's next scheduled meter read date provided that notice of initiation of generation service from another entity is received by the Company two (2) or more business days before the next scheduled meter read date. Notice must be provided by the competitive supplier or the Customer in cases of Customer self-supply. If the notice of initiation of generation service from another entity is received by the Company fewer than two (2) business days before the next scheduled meter read date, Energy Service shall continue until the Customer's subsequent meter read date.

# 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 in accordance with the settlement agreement approved by the Commission in Docket No. DG 06-107.

# RELIABILITY ENHANCEMENT PROGRAM CAPITAL INVESTMANT 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 approved by the Commission in Docket No. DG 06-107.

#### STORM RECOVERY ADJUSTMENT

All energy billed under this rate is subject to a Storm Recovery Adjustment Factor which shall be adjusted from time to time in accordance with the Company's Storm Recovery Adjustment Provision as provided on Page 94 of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 68 of this Tariff.

### ELECTRIC ASSISTANCE PROGRAM

Eligible customers taking service under this rate will receive a discount as provided on Page 69 of this Tariff of which this rate is a part. Eligibility shall be determined in accordance with the Electric Assistance Program Provision on Page 69 of this Tariff. A summary of energy charges in effect, with all adjustments, is provided on Page 68 of this Tariff.

#### SYSTEM BENEFITS CHARGE ADJUSTMENT PROVISION

Customers taking service under this rate will be charged a System Benefits Charge as provided on Page 65 of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 68 of this Tariff.

#### MINIMUM CHARGE

\$11.00 per month Customer Charge

#### TERMS OF PAYMENT

The above rate is net, billed monthly or bimonthly and payable upon presentation of the bill.

#### 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.

#### TERMS AND CONDITIONS

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

Dated: March 29, 2013 Effective: April 29, 2013

### **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. 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.

Rates for Retail Delivery Service

Customer Charge

\$300.00 per month.

Distribution Demand Charge

\$7.12 per kW of Peak Hours Demand per Month

# Distribution Energy Charges

Peak Hours Use	0.978 cents per Kilowatt-hour
Off-Peak Hours Use	0.091 cents per Kilowatt-hour

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.

The holidays will be: New Year's Day, President's Day, Memorial Day, Independence Day, Columbus Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. All holidays will be the nationally observed day.

# TRANSMISSION SERVICE COST ADJUSTMENT

Transmission service is available to all retail Customers taking service under this rate. For those Customers, the Transmission Energy Charge shall be calculated in accordance with the Company's Transmission Service Cost Adjustment Provision as provided on Page 66 of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 68 of this Tariff.

# STRANDED COST ADJUSTMENT

All energy billed under this rate is subject to a Stranded Cost Energy Charge which rate shall be adjusted from time to time in accordance with the Company's Stranded Cost Adjustment Provision as provided on Page 67 of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 68 of this Tariff.

### ENERGY SERVICE

Any Customer who is not purchasing generation service from another entity will receive and pay the Company for Energy Service. Notice must be provided by the competitive supplier or the Customer in cases of Customer self-supply. Energy Service prices shall be subject to adjustment in accordance with the Company's Energy Service Adjustment Provision as provided on Page 70 of this Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 68 of this Tariff.

Energy Service may be terminated by a Customer concurrent with the Customer's next scheduled meter read date provided that notice of initiation of generation service from another entity is received by the Company two (2) or more business days before the next scheduled meter read date. Notice must be provided by the competitive supplier or the Customer in cases of Customer self-supply. If the notice of initiation of generation service from another entity is received by the Company fewer than two (2) business days before the next scheduled meter read date, Energy Service shall continue until the Customer's subsequent meter read date.

# 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 in accordance with the settlement agreement approved by the Commission in Docket No. DG 06-107.

# RELIABILITY ENHANCEMENT PROGRAM CAPITAL INVESTMANT 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 approved by the Commission in Docket No. DG 06-107.

### STORM RECOVERY ADJUSTMENT

All energy billed under this rate is subject to a Storm Recovery Adjustment Factor which shall be adjusted from time to time in accordance with the Company's Storm Recovery Adjustment Provision as provided on Page 94 of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 68 of this Tariff.

# SYSTEM BENEFITS CHARGE ADJUSTMENT PROVISION

Customers taking service under this rate will be charged a System Benefits Charge as provided on Page 65 of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 68 of this Tariff.

### MINIMUM CHARGE

The Customer Charge is the Minimum Charge.

### 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.

### 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.

### INCREASED NIGHT USE

If a Customer has entered into a five-year agreement for electric service guaranteeing that the Demand shall be not less than 50 kilowatts and guaranteeing to pay for not less than 200 kilowatt-hours per kilowatt of demand each month, then any fifteen-minute peaks occurring during the periods from 10:00 p.m. to 7:00 a.m. daily and from 7:00 a.m. to 10:00 p.m. on Sundays and legal holidays in New Hampshire shall be reduced by one-half for the purpose of ascertaining the Demand as defined above. On one weeks' notice to the Customer, the Company may change the hours specified above provided that the aggregate weekly number of hours not be decreased.

For a Customer using the Increased Night Use provision and taking auxiliary service, the minimum Demand under Auxiliary Service provisions shall be 40% of the kilovolt-ampere rating of the transformers through which service is furnished, whether such transformers be supplied by the Company or the Customer, or, if service be not furnished through separate transformers, 40% of the kilovolt-ampere rating of the standard size of transformers which would be required for such service. In no case shall the monthly Demand be less than 50 kilowatts.

Dated: March 29, 2013 Effective: April 29, 2013

# 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.

# 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 39 cents per kilowatt of billing demand for such month shall be allowed against the amount determined under the preceding provisions.

### TERMS OF PAYMENT

The above rate is net, billed monthly and payable upon presentation of the bill.

# TERMS OF AGREEMENT

A Customer served under this rate must provide the Company with one-year prior written notice before installing additional onsite, 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.

# TERMS AND CONDITIONS

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate

### **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. 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 18 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

\$50.00 per month.

### **Distribution Demand Charge**

\$7.18 per kilowatt of Demand per Month

### Distribution Energy Charge

0.276 cents per kilowatt-hour

# TRANSMISSION SERVICE COST ADJUSTMENT

Transmission service is available to all retail Customers taking service under this rate. For those Customers, the Transmission Energy Charge shall be calculated in accordance with the Company's Transmission Service Cost Adjustment Provision as provided on Page 66 of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 68 of this Tariff.

# STRANDED COST ADJUSTMENT

All energy billed under this rate is subject to a Stranded Cost Energy Charge which shall be adjusted from time to time in accordance with the Company's Stranded Cost Adjustment Provision as provided on Page 67 of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 68 of this Tariff.

### ENERGY SERVICE

Any Customer who is not purchasing generation service from another entity will receive and pay the Company for Energy Service. Notice must be provided by the competitive supplier or the Customer in cases of Customer self-supply. Energy Service prices shall be subject to adjustment in accordance with the Company's Energy Service Adjustment Provision as provided on Page 70 of this Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 68 of this Tariff.

Energy Service may be terminated by a Customer concurrent with the Customer's next scheduled meter read date provided that notice of initiation of generation service from another entity is received by the Company two (2) or more business days before the next scheduled meter read date. Notice must be provided by the competitive supplier or the Customer in cases of Customer self-supply. If the notice of initiation of generation service from another entity is received by the Company fewer than two (2) business days before the next scheduled meter read date, Energy Service shall continue until the Customer's subsequent meter read date.

# 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 in accordance with the settlement agreement approved by the Commission in Docket No. DG 06-107.

# RELIABILITY ENHANCEMENT PROGRAM CAPITAL INVESTMANT 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 approved by the Commission in Docket No. DG 06-107.

### STORM RECOVERY ADJUSTMENT

All energy billed under this rate is subject to a Storm Recovery Adjustment Factor which shall be adjusted from time to time in accordance with the Company's Storm Recovery Adjustment Provision as provided on Page 94 of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 68 of this Tariff.

### SYSTEM BENEFITS CHARGE ADJUSTMENT PROVISION

Customers taking service under this rate will be charged a System Benefits Charge as provided on Page 65 of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 68 of this Tariff.

### MINIMUM CHARGE

The Customer Charge is the Minimum Charge.

# DEMAND

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

- A. The greatest fifteen-minute peak during the peak hours which occurs during such month as measured in kilowatts,
- B. 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
- C. 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.

### INCREASED NIGHT USE

If a Customer has entered into a five-year agreement for electric service guaranteeing that the Demand shall be not less than 50 kilowatts and guaranteeing to pay for not less than 200 kilowatt-hours per kilowatt of Demand each month, then any fifteen-minute peaks occurring during the periods from 10:00 p.m. to 7:00 a.m. daily and from 7:00 a.m. to 10:00 p.m. on Sundays and legal holidays in New Hampshire shall be reduced by one-half for the purpose of ascertaining the Demand as defined above. On one weeks' notice to the Customer the Company may change the hours specified above provided that the aggregate weekly number of hours not be decreased.

For a Customer using the Increased Night Use provision and taking auxiliary service, the minimum Demand under Auxiliary Service provisions shall be 40% of the kilovolt-ampere rating of the transformers through which service is furnished, whether such transformers be supplied by the Company or the Customer, or, if service be not furnished through separate transformers, 40% of the kilovolt-ampere rating of the standard size of transformers which would be required for such service. In no case shall the monthly Demand be less than 50 kilowatts.

### 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.

### 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 39 cents per kilowatt of the peak hours billing demand for such month shall be allowed against the amount determined under the preceding provisions.

# TERMS OF PAYMENT

The above rate is net, billed monthly and payable upon presentation of the bill.

### TERMS OF AGREEMENT

A Customer served under this rate must provide the Company with one-year prior written notice before installing additional onsite, 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.

### TERMS AND CONDITIONS

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

# GENERAL SERVICE RATE G-3

### AVAILABILITY

Retail Delivery Service under this rate is available for all purposes except for resale. 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

\$11.00 per month.

### Distribution Energy Charge

4.031 cents per kilowatt-hour.

### TRANSMISSION SERVICE COST ADJUSTMENT

Transmission service is available to all retail Customers taking service under this rate. For those Customers, the Transmission Energy Charge shall be calculated in accordance with the Company's Transmission Service Cost Adjustment Provision as provided on Page 66 of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 68 of this Tariff.

### STRANDED COST ADJUSTMENT

All energy billed under this rate is subject to a Stranded Cost Energy Charge which shall be adjusted from time to time in accordance with the Company's Stranded Cost Adjustment Provision as provided on Page 67 of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 68 of this Tariff.

# ENERGY SERVICE

Any Customer who is not purchasing generation service from another entity will receive and pay the Company for Energy Service. Notice must be provided by the competitive supplier or the Customer in cases of Customer self-supply. Energy Service prices shall be subject to adjustment in accordance with the Company's Energy Service Adjustment Provision as provided on Page 70 of this Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 68 of this Tariff.

Energy Service may be terminated by a Customer concurrent with the Customer's next scheduled meter read date provided that notice of initiation of generation service from another entity is received by the Company two (2) or more business days before the next scheduled meter read date. Notice must be provided by the competitive supplier or the Customer in cases of Customer self-supply. If the notice of initiation of generation service from another entity is received by the Company fewer than two (2) business days before the next scheduled meter read date, Energy Service shall continue until the Customer's subsequent meter read date.

### 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 in accordance with the settlement agreement approved by the Commission in Docket No. DG 06-107.

# RELIABILITY ENHANCEMENT PROGRAM CAPITAL INVESTMANT 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 approved by the Commission in Docket No. DG 06-107.

# STORM RECOVERY ADJUSTMENT

All energy billed under this rate is subject to a Storm Recovery Adjustment Factor which shall be adjusted from time to time in accordance with the Company's Storm Recovery Adjustment Provision as provided on Page 94 of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 68 of this Tariff.

### SYSTEM BENEFITS CHARGE ADJUSTMENT PROVISION

Customers taking service under this rate will be charged a System Benefits Charge as provided on Page 65 of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 68 of this Tariff.

### MINIMUM CHARGE

### \$11.00 per Month Customer Charge

However, if the KVA transformer capacity needed to serve a customer exceeds 25 KVA, the minimum charge will be increased by \$2.53 for each KVA in excess of 25 KVA.

### **BIMONTHLY BILLING**

The Company reserves the right to read meters and render bills on a bimonthly basis. When bills are rendered bimonthly, the Customer Charge and the Minimum Charge shall be multiplied by two.

Dated: March 29, 2013 Effective: April 29, 2013

# TERMS OF PAYMENT

The above rate is net, billed monthly or bimonthly and payable upon presentation of the bill.

### TERM OF AGREEMENT

A Customer served under this rate must provide the Company with one-year prior written notice before installing additional onsite, 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.

# TERMS AND CONDITIONS

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

# 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.

# RATE

Lun	nin	aire	Char	ge

Size of Street Light Lumens	Lamp Wattage	Description	Annual Distribution Price Per Unit
Sodium Vapor			
4,000	50	LUM HPS RWY 50W	\$80.66
9,600	100	LUM HPS RWY 100W	\$97.78
27,500	250	LUM HPS RWY 250W	\$171.69
50,000	400	LUM HPS RWY 400W	\$223.73
9,600 (Post Top)	100	LUM HPS POST 100W	\$112.62
27,500 (Flood)	250	LUM HPS FLD 250W	\$173.23
50,000 (Flood)	400	LUM HPS FLD 400W	\$239.14
Incandescent	•		
1,000	103	LUM INC RWY 103W	\$107.67

Dated: March 29, 2013 Effective: April 29, 2013

Size of Street Light Lumens	Lamp Wattage	Description	Annual Distribution Price Per Unit
Mercury Vapor			
4,000	50	LUM MV RWY 100W	\$77.93
8,000	100	LUM MV RWY 175W	\$94.75
22,000	250	LUM MV RWY 400W	\$179.22
63,000	400	LUM MV RWY 1000W	\$340.03
22,000 (Flood)	250	LUM MV FLD 400W	\$198.19
63,000 (Flood)	400	LUM MV FLD 1000W	\$342.25

No further installation or relocation of Incandescent and Mercury Vapor lights will be made after the effective date of this rate, unless specific permission is received from the Commission's Chief Engineer.

### POLE AND ACCESSORY CHARGE

An additional annual 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.

	Description	<b>Annual Price Per Unit</b>
Overhead Service		
Wood Poles	POLE – WOOD	\$95.04
Underground Service		
Non-Metallic Standard		
Fiberglass – Direct Embedded	POLE FIBER PT < 25FT	\$98.42
Fiberglass with Foundation < 25 ft.	POLE FIBER RWY < 25FT	\$166.92
Fiberglass with Foundation >= 25 ft.	POLE FIBER RWY => 25	\$278.87
Non-Metallic Standard		
Metal Poles Poles – Direct Embedded	POLE METAL EMBEDDED	\$199.04
Metal Poles Poles with Foundation	POLE METAL	\$239.83

### 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.

# TRANSMISSION SERVICE COST ADJUSTMENT

Transmission service is available to all retail Customers taking service under this rate. For those Customers, the Transmission Energy Charge shall be calculated in accordance with the Company's Transmission Service Cost Adjustment Provision as provided on Page 66 of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 68 of this Tariff.

# STRANDED COST ADJUSTMENT

All energy billed under this rate is subject to a Stranded Cost Energy Charge which shall be adjusted from time to time in accordance with the Company's Stranded Cost Adjustment Provision as provided on Page 67 of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 68 of this Tariff.

# ENERGY SERVICE

Any Customer who is not purchasing generation service from another entity will receive and pay the Company for Energy Service. Notice must be provided by the competitive supplier or the Customer in cases of Customer self-supply. Energy Service prices shall be subject to adjustment in accordance with the Company's Energy Service Adjustment Provision as provided on Page 70 of this Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 68 of this Tariff.

# 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 in accordance with the settlement agreement approved by the Commission in Docket No. DG 06-107.

# RELIABILITY ENHANCEMENT PROGRAM CAPITAL INVESTMANT 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 approved by the Commission in Docket No. DG 06-107.

### STORM RECOVERY ADJUSTMENT

All energy billed under this rate is subject to a Storm Recovery Adjustment Factor which shall be adjusted from time to time in accordance with the Company's Storm Recovery Adjustment Provision as provided on Page 94 of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 68 of this Tariff.

Energy Service may be terminated by a Customer concurrent with the Customer's next scheduled meter read date provided that notice of initiation of generation service from another entity is received by the Company two (2) or more business days before the next scheduled meter read date. Notice must be provided by the competitive supplier or the Customer in cases of Customer self-supply. If the notice of initiation of generation service from another entity is received by the Company fewer than two (2) business days before the next scheduled meter read date, Energy Service shall continue until the Customer's subsequent meter read date.

Dated: March 29, 2013 Effective: April 29, 2013

# SYSTEM BENEFITS CHARGE ADJUSTMENT PROVISION

Customers taking service under this rate will be charged a System Benefits Charge as provided on Page 65 of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 68 of this Tariff.

### KILOWATT-HOURS PER LUMINAIRE

The energy charges for each luminaire will be determined by multiplying the current energy charges per kilowatt-hour by the average monthly kilowatt-hours shown in the following table:

	Luminaire Description	Full-Night Service kWh per Luminaire		Part-Nigh kWh per l	
		Monthly	Annual	Monthly	Annual
1,000	Lumen Incandescent	37	444	22	264
4,000	Lumen Mercury Vapor	47	564	28	336
8,000		76	912	45	540
22,000		158	1,896	93	1,116
63,000		381	4,572	223	2,676
22,000	" " (Flood)	158	1,896	93	1,116
63,000	" "(Flood)	381	4,572	223	2,676
4,000	Lumen Sodium Vapor	21	252	12	144
9,600		41	492	24	288
27,500		107	1,284	63	756
50,000		164	1,968	96	1,152
9,600	" "Post Top	41	492	24	288
27,500	" " (Flood)	107	1,284	63	756
50,000	" " (Flood)	162	1,944	95	1,140

### 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 and every month beginning with the month following the month in which service is rendered.

The monthly bill will be based on the following:

- 1. Luminaire Charges and Pole and Accessory Charges will be based on the annual rates above divided by 365 days to arrive at a daily rate and multiplied by the actual number of days in the billing period as measured from the date of the prior bill to the current bill date.
- 2. Charges per kWh will be based on the annual kWh per luminaire above. The monthly kWh amount shall be determined by allocating the number of annual operating hours for streetlights among the months. The sum of the monthly kWh for each light equals the annual kWh in this tariff. A daily kWh amount is determined from the monthly amount by dividing monthly kWh by the number of days in a month. The daily kWh amount is multiplied by the actual number of days for each calendar month during the billing period as measured from the date of the prior bill to the current bill date and then multiplied by the charge per kWh.

# HOURS OF OPERATION

- a) 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 4,175 hours each year.
- b) Part-Night Service: All streetlights will be operated every night from approximately one-half hour after sunset then turning off at a time equal to one-half of the previous standard service period and, as necessary, from five and one-half hours later until approximately one-half hour before sunrise, a total of no greater than 2,448 hours each year.

#### 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.

### 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.

### TERM 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.

Dated: March 29, 2013 Effective: April 29, 2013

# CONVERSION OF EXISTING INCANDESCENT AND MERCURY VAPOR LIGHTS TO SODIUM VAPOR

- 1) Public Street Lights
  - 1. 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 sodium vapor light. The conversion will be completed in a period as agreed upon.
  - 2. 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 sodium vapor light 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.
- 2) 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.

# 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 normal charges for the duration of time the lighting service is disconnected.

### TERMS AND CONDITIONS

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

# 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, N.H.P.U.C. 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

- A. Electricity must be the sole source of energy for space heating and water heating.
- B. All electrical space heating equipment must be permanently installed. It is recommended that insulation be permanently installed and conform to the Company's standards.
- C. All water heaters installed shall be of a type and size approved by the Company.
- D. 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.
- E. This rate is not available for resale.

### 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

\$11.00 per Month

### **Distribution Energy Charge**

3.997 cents per kilowatt-hour

Dated: March 29, 2013 Effective: April 29, 2013

# INTERRUPTIBLE CREDITS

The Company will provide, own and maintain a suitable switch designed to control the operation of selected appliances so that the appliance may operate only during the hours chosen by the Company.

If the Customer has installed an electric water heater of a type approved by the Company, and permits the Company to control the operation of the water heater for the specified number of hours per day and during emergency situations, the Customer will receive the following credit each month:

	Control hours per day	Credit
IC-1	6	\$7.64
IC-2	16	\$10.22

### TRANSMISSION SERVICE COST ADJUSTMENT

Transmission service is available to all retail Customers taking service under this rate. For those Customers, the Transmission Energy Charge shall be calculated in accordance with the Company's Transmission Service Cost Adjustment Provision as provided on Page 66 of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 68 of this Tariff.

### STRANDED COST ADJUSTMENT

All energy billed under this rate is subject to a Stranded Cost Energy Charge which shall be adjusted from time to time in accordance with the Company's Stranded Cost Adjustment Provision as provided on Page 67 of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 68 of this Tariff.

# ENERGY SERVICE

Any Customer who is not purchasing generation service from another entity will receive and pay the Company for Energy Service. Notice must be provided by the competitive supplier or the Customer in cases of Customer self-supply. Energy Service prices shall be subject to adjustment in accordance with the Company's Energy Service Adjustment Provision as provided on Page 70 of this Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 68 of this Tariff.

Energy Service may be terminated by a Customer concurrent with the Customer's next scheduled meter read date provided that notice of initiation of generation service from another entity is received by the Company two (2) or more business days before the next scheduled meter read date. Notice must be provided by the competitive supplier or the Customer in cases of Customer self-supply. If the notice of initiation of generation service from another entity is received by the Company fewer than two (2) business days before the next scheduled meter read date, Energy Service shall continue until the Customer's subsequent meter read date.

### 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 in accordance with the settlement agreement approved by the Commission in Docket No. DG 06-107.

# RELIABILITY ENHANCEMENT PROGRAM CAPITAL INVESTMANT 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 approved by the Commission in Docket No. DG 06-107.

### STORM RECOVERY ADJUSTMENT

All energy billed under this rate is subject to a Storm Recovery Adjustment Factor which shall be adjusted from time to time in accordance with the Company's Storm Recovery Adjustment Provision as provided on Page 94 of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 68 of this Tariff.

# ELECTRIC ASSISTANCE PROGRAM

Eligible customers taking service under this rate will receive a discount as provided on Page 69 of this Tariff of which this rate is a part. Eligibility shall be determined in accordance with the Electric Assistance Program Provision on Page 69 of this Tariff. A summary of energy charges in effect, with all adjustments, is provided on Page 68 of this Tariff.

# SYSTEM BENEFITS CHARGE ADJUSTMENT PROVISION

Customers taking service under this rate will be charged a System Benefits Charge as provided on Page 65 of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 68 of this Tariff.

### MINIMUM CHARGE

\$11.00 per Month Customer Charge

# **BIMONTHLY BILLING**

The Company reserves the right to read meters and render bills on a bimonthly basis. When bills are rendered bimonthly, the Minimum Charge shall be multiplied by two.

### TERMS OF PAYMENT

The above rate is net, billed monthly or bimonthly and payable upon presentation of the bill. However, customers may elect in writing to pay on a Budget Billing Plan available on application to the Company.

### TERM 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.

### TERMS AND CONDITIONS

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

Dated: March 29, 2013 Effective: April 29, 2013

# 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.

# 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, N.H.P.U.C. 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 to seasonal customers, or 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.

#### Rates for Retail Delivery Service

#### Minimum Charge

\$11.00 per Month

### Distribution Energy Charge

4.114 cents per kilowatt-hour

# TRANSMISSION SERVICE COST ADJUSTMENT

Transmission service is available to all retail Customers taking service under this rate. For those Customers, the Transmission Energy Charge shall be calculated in accordance with the Company's Transmission Service Cost Adjustment Provision as provided on Page 66 of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 68 of this Tariff.

# STRANDED COST ADJUSTMENT

All energy billed under this rate is subject to a Stranded Cost Energy Charge which shall be adjusted from time to time in accordance with the Company's Stranded Cost Adjustment Provision as provided on Page 67 of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 68 of this Tariff.

### ENERGY SERVICE

Any Customer who is not purchasing generation service from another entity will receive and pay the Company for Energy Service. Notice must be provided by the competitive supplier or the Customer in cases of Customer self-supply. Energy Service prices shall be subject to adjustment in accordance with the Company's Energy Service Adjustment Provision as provided on Page 70 of this Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 68 of this Tariff.

Energy Service may be terminated by a Customer concurrent with the Customer's next scheduled meter read date provided that notice of initiation of generation service from another entity is received by the Company two (2) or more business days before the next scheduled meter read date. Notice must be provided by the competitive supplier or the Customer in cases of Customer self-supply. If the notice of initiation of generation service from another entity is received by the Company fewer than two (2) business days before the next scheduled meter read date, Energy Service shall continue until the Customer's subsequent meter read date.

# 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 in accordance with the settlement agreement approved by the Commission in Docket No. DG 06-107.

### RELIABILITY ENHANCEMENT PROGRAM CAPITAL INVESTMANT 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 approved by the Commission in Docket No. DG 06-107.

### STORM RECOVERY ADJUSTMENT

All energy billed under this rate is subject to a Storm Recovery Adjustment Factor which shall be adjusted from time to time in accordance with the Company's Storm Recovery Adjustment Provision as provided on Page 94 of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 68 of this Tariff.

### SYSTEM BENEFITS CHARGE ADJUSTMENT PROVISION

Customers taking service under this rate will be charged a System Benefits Charge as provided on Page 65 of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 68 of this Tariff.

Dated: March 29, 2013 Effective: April 29, 2013

# MINIMUM CHARGE

\$11.00 per Month Customer Charge

# TERMS OF PAYMENT

The above rate is net, billed monthly and payable upon presentation of the bill. However, customers may elect in writing to pay on a Budget Billing Plan available on application to the Company.

### TERM OF AGREEMENT

A Customer served under this rate must provide the Company with one-year prior written notice before installing additional onsite, 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.

# TERMS AND CONDITIONS

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

# SYSTEM BENEFITS CHARGE PROVISION

Each of the Company's distribution rates shall collect a System Benefits Charge as required by New Hampshire law and approved by the Commission. The System Benefits Charge shall recover the 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 0.180¢ per kilowatt-hour in accordance with 2001 N.H. Laws 29:14, 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 0.180¢ 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.

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.

Dated: March 29, 2013 Effective: April 29, 2013

# TRANSMISSION SERVICE COST ADJUSTMENT PROVISION

The Transmission Service Cost Adjustment shall collect from customers taking transmission service under Granite State Electric Company's ("Granite State" or "the Company") rates the transmission costs billed to the Company by New England Power Company, any other transmission provider, the New England Power Pool, a regional transmission group, an independent system operator or any other entity that is authorized to bill the Company directly for transmission services. The Transmission Service Cost Adjustment shall be calculated separately for each of the Company's rate classes and shall be a uniform cents per kilowatt-hour factor applicable to all kilowatt-hours delivered by the Company to customers taking transmission service under each of the Company's rates. The factor shall be established annually based on a forecast of transmission costs, and shall include a full reconciliation and adjustment for any over- or under-recoveries occurring under the prior year's adjustment. The Company may file to change the factor adjustments at any time should significant over- or under-recoveries occur.

Any adjustment of the Transmission Service Cost Adjustment factors shall be in accordance with a notice filed with the Public Utilities Commission ("Commission") forth the amount of the increase or decrease, and the new Transmission Service Cost Adjustment amounts for each rate class. The notice shall further specify the effective date of such adjustments, which shall not be earlier than thirty days after the filing of the notice, or such other date as the Commission may authorize.

# STRANDED COST ADJUSTMENT PROVISION

The Stranded Cost charges which are collected in Granite State Electric Company's ("Company") rates shall collect contract termination charges billed by New England Power Company ("NEP"). The Stranded Cost Adjustment shall change each time that the contract termination charge that NEP bills to the Company changes and the adjustment shall include, for each of the Company's rate classes, a full reconciliation and credit or collection of any over or under recoveries occurring during prior periods attributable to such rate class.

Each adjustment of the prices under the Company's applicable rates shall be in accordance with a notice filed with the Public Utilities Commission ("Commission") setting forth the amount of the increase or decrease and the new Stranded Cost 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.

#### SUMMARY OF RATES RATES EFFECTIVE FOR USAGE ON AND AFTER

Rate	Blocks	Distribution Charge (1), (2), (3), (4)	Storm Recovery Adjustment Factor	Electricity Consumpt ion Tax	Transmiss ion Charge	Systems Benefits Charge	Stranded Cost Charge	Total Retail Delivery Services
	Customer Charge	\$11.00		•	•	I.		\$11.00
	1st 250 kWh	\$0.03458	\$0.0013	\$0.00055	\$0.01856	\$0.00330	\$0.00150	\$0.05979
D	Excess 250 kWh	\$0.05193	\$0.0013	\$0.00055	\$0.01856	\$0.00330	\$0.00150	\$0.07714
D	Off Peak kWh	\$0.03311	\$0.0013	\$0.00055	\$0.01856	\$0.00330	\$0.00150	\$0.05832
	Farm kWh	\$0.05322	\$0.0013	\$0.00055	\$0.01856	\$0.00330	\$0.00150	\$0.07843
	D-6 kWh	\$0.03458	\$0.0013	\$0.00055	\$0.01856	\$0.00330	\$0.00150	\$0.05979
	Customer Charge	\$11.00						\$11.00
D-10	On Peak kWh	\$0.10398	\$0.0013	\$0.00055	\$0.01672	\$0.00330	\$0.00151	\$0.12736
	Off Peak kWh	\$0.00083	\$0.0013	\$0.00055	\$0.01672	\$0.00330	\$0.00151	\$0.02421
	Customer Charge	\$300.00						\$300.0
<b>C</b> 1	Demand Charge	\$7.12						\$7.12
G-1	On Peak kWh	\$0.00978	\$0.0013	\$0.00055	\$0.01804	\$0.00330	\$0.00150	\$0.03447
	Off Peak kWh	\$0.00091	\$0.0013	\$0.00055	\$0.01804	\$0.00330	\$0.00150	\$0.02560
	Customer Charge	\$50.00						\$50.00
G-2	Demand Charge	\$7.18						\$7.18
	All kWh	\$0.00276	\$0.0013	\$0.00055	\$0.01988	\$0.00330	\$0.00150	\$0.02929
	Customer Charge	\$11.00						\$11.00
G-3	All kWh	\$0.04031	\$0.0013	\$0.00055	\$0.01971	\$0.00330	\$0.00150	\$0.06667
	All kWh	\$0.00062	\$0.0013	\$0.00055	\$0.00900	\$0.00330	\$0.00149	\$0.01626
М	see tarif	f for luminares & pole	charges					
T	Customer Charge	\$11.00	-					\$11.00
Т	All kWh	\$0.03997	\$0.0013	\$0.00055	\$0.01653	\$0.00330	\$0.00150	\$0.06315
17	Minimum Charge	\$11.00						\$11.00
V	All kWh	\$0.04114	\$0.0013	\$0.00055	\$0.02094	\$0.00330	\$0.00152	\$0.06875

(1) Distribution Energy Charges include a Business Profits Tax Surcharge of \$0.00057 per kWh for usage on and after 8/1/01

(2) Distribution Energy Charges include the following credits per kWh in accordance with page 75 of the tariff for usage on and after 5/1/10

Rate Class	<u>D</u>	<u>D-10</u>	<u>G-3</u>	<u>T</u>	<u>V</u>
Credit per kWh	(\$0.00017)	(\$0.00008)	(\$0.00017	(\$0.00007	(\$0.0000 9)

(3) Distribution Energy Charges include a Reliability Enhancement Program and Vegetation Management Plan Adjustment Factor of (\$0.00037) per kWh for usage on and after 7/1/12

(4) Distribution Energy Charges include a Green Up Service Recovery Adjustment Factor of \$0.00001 per kWh for usage on and after 1/1/13

System Benefits Charge-Energy Efficiency		Effective 7/1/11, usage on and after
System Benefits Charge-Statewide Energy Assistance Program	<u>\$0.00150</u>	Effective 7/1/11, usage on and after
Total System Benefits Charge	\$0.00330	
Transmission Cost Adjustment Factor	various	Effective 1/1/13, usage on and after
Stranded Cost Adjustment Factor	various	Effective 1/1/13, usage on and after
Energy Service Charge		
Residential & Small Commercial (D, D-10, G-3, M, T, V)	\$0.07525	Effective 11/1/12, usage on and after
Medium / Large Commercial & Industrial (G-1, G-2)	\$0.09414	Effective 2/1/13, usage on and after
	\$0.07583	Effective 3/1/13, usage on and after
	\$0.06643	Effective 4/1/13, usage on and after
Electricity Consumption Tax	\$0.00055	Effective 5/1/01, usage on and after

# ELECTRIC ASSISTANCE PROGRAM PROVISION

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 700 kWh consumed per month, exclusive of 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 65 of this tariff.

Tier	Percentage of Federal Poverty Guidelines	Discount
1	176 – 185	5% (not available to new applicants)
2	151 – 175	7%
3	126 - 150	18%
4	101 – 125	33%
5	76 – 100	48%
6	0 - 75	70%

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 March 4, 2011, the income eligibility for participation in the Electric Assistance Program is at or below 175% of the Federal Poverty Guidelines and Tier 1 will no longer be available to new participants, including customers who may be on the waiting list or any other customer of the Company. Participating customers receiving the Tier 1 discount as of March 4, 2011 shall continue to receive the discount until their next recertification, at such time they shall be reevaluated under the then existing eligibility guidelines.

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

Dated: March 29, 2013 Effective: April 29, 2013

# 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 pursuant to the Energy Service Cost Reclassification Adjustment Provision as provided on Page 75 of the Tariff.

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 Servicerelated 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 Public Utilities Commission ("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.

Dated: March 29, 2013 Effective: April 29, 2013

#### **OPTIONAL ENHANCED METERING SERVICE PROVISION**

Optional Enhanced Metering Service under this provision is available to customers 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.

The Company shall provide two types of service under Optional Enhanced Metering Service. These are: Service Option 1, Complete Service, and Service Option 2, Pulse Service.

#### **Service Option 1: Complete Service**

Under this service option, Complete Service, the Company will provide equipment at the customer's facility that will allow for periodic readings of the customer's load through telephone lines. The Company will install, own and maintain the equipment in service. The customer, or its authorized representative, may receive the data through the optical port on the equipment or electronically. The Company will store load information on the meter for a period of 35 days and will read the meters daily.

The one-time customer fee for this service is as follows:

Retail Delivery Service Under the Company's	One-time Fee	
Residential rate schedules	\$155.31	
General Service rate schedules	\$247.08	

#### **Service Option 2: Pulse Service**

Customers who wish to connect their own metering equipment or equipment provided by their authorized representative to the Company's meter may elect this option. The Company will provide a pulse interface device through which the customer can access meter data. The customer, or its representative, must purchase, own and maintain a device or system which would connect to the pulse interface device in order to access meter pulses.

The one-time customer fee for this service is as follows:

Retail Delivery Service Under the Company's	One-time Fee	
Residential rate schedules	\$135.31	
General Service rate schedules	\$122.07	

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 Optional Enhanced Metering Service Provision.

Dated: March 29, 2013 Effective: April 29, 2013 Issued by: <u>/s/Victor Del Vecchio</u> Victor D. Del Vecchio Title: President

#### **OPTIONAL INTERVAL DATA SERVICE PROVISION**

Optional Interval Data Service under this provision is available to customers receiving service from the Company under the Company's Optional Enhanced Metering Service Provision, Page 71 of the Company's tariff, or customers receiving metered retail delivery service from the Company who have a Company-owned interval data recorder ("IDR") installed at their facilities.

Under Optional Interval Data Service, the fees will vary depending upon the number of accounts and frequency of requests for interval data. Access is available to the customer or its authorized agent.

#### **One-Time Request for Interval Data**

Initial request covering a single calendar year	No Charge	
Subsequent request within the same calendar year:		
Single retail delivery service account \$55.00		
Additional retail delivery service account requested at the same time	\$23.00 per account	

Subscription Service for Interval Data over the Internet

The Company may offer subscriptions to eligible customers for access to interval data through an Internet account that is available for the customer's use. The minimum contract length is one year. The availability of this service will be subject to the Company's ability to render such service.

Single retail delivery service account	\$309.00 annually
Additional retail delivery service account requested at the same time	\$277.00 per account, annually

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 Optional Interval Data Service Provision.

#### OPTIONAL BILLING AND RATE DATA SERVICE PROVISION

Optional Billing and Rate Data Service is available under this provision for customers receiving retail delivery service from the Company under any of the rate schedules contained in the Company's retail delivery service tariff.

Any request for Billing and Rate Data Service may be made either by the customer of record or by another party having the customer of record's authorization to receive data to be released by the Company under Billing and Rate Data Service.

#### Services Provided One per Calendar Year with No Fee

Usage and Billing KW Data

For Commercial and Industrial Customers: customer of record name, rate class, service address, and 13 months of peak and off-peak KW, kWh, and KVA data.

For Residential Customers: customer of record name, rate class, service address, and 13 months of total kWh data.

#### Rate Data

Rate summaries and rate schedules included in the Company's tariff are available on the Granite State Electric Company website at http://www.libertyutilities.com/east/electricity/my\_home/billing\_rates.html for residential rates, or at http://www.libertyutilities.com/east/electricity/my\_business/rates\_pricing.html for all other rate schedules. Customers requesting hard copies of summaries or rate schedules will be provided with that information free of charge.

#### Custom Service or Additional Data Provided at a Fee

Custom Reports (also includes load data custom reports):

The Company shall charge the requestor an Analyst fee, to the highest 15 minute increment, of \$49.00 per hour plus actual expenses as incurred.

Rate Data

The Company shall charge the requestor an Analyst fee, to the highest 15 minute increment, of \$49.00 per hour plus actual expenses as incurred.

#### Rate Analysis

The Company shall charge the requestor a Bill and Rate Analysis fee established on a case-by-case basis in accordance with the fees identified above for Custom Reports and Rate Data.

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 Optional Enhanced Metering Service Provision.

Dated: March 29, 2013 Effective: April 29, 2013 Issued by: <u>/s/Victor Del Vecchio</u> Victor D. Del Vecchio Title: President

#### 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. Customers who receive unmetered retail delivery service must request metered retail delivery service in accordance with the Company's Terms and Conditions. The availability of this service will be subject to the Company's ability to render such service.

#### **Description of 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 generation service between the Company-supplied Energy Service and Competitive Supplier generation 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.

#### Schedule of Charges

The Off Cycle Meter Read Charge is as follows:

Telemetered Customer: \$78.00

Non-telemetered Customer: \$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 Provision.

#### ENERGY SERVICE COST RECLASSIFICATION ADJUSTMENT PROVISION

The prices for Distribution Service and Energy Service contained in all the tariffs of the Company are subject to adjustment to reflect the reclassification of cost recovery of those costs incurred by the Company in providing Energy Service which are included in the Company's Distribution rates and which are reflected in the reconciliation of Energy Service and recovered through the Energy Service Adjustment Factor to Energy Service rates, in order to more appropriately reflect the price of providing Energy Service.

The adjustments to the Company's Distribution Energy charges are as follows:

	Credit to Distribution
	Charges
Rate D	(0.017¢) per kWh
Rate D-10	(0.008¢) per kWh
Rate G-1	n/a
Rate G-2	n/a
Rate G-3	(0.017¢) per kWh
Rate M	n/a
Rate T	(0.007¢) per kWh
Rate V	(0.009¢) per kWh

The credit to the Company's distribution charges shall not be subject to reconciliation.

The adjustments to the Company's Energy Service charges as follows:

	Surcharge to
	Energy Service
Residential & Small C&I	0.078¢ per kWh
Medium and Large C&I	0.101¢ per kWh

The adjustments shall be known as the Energy Service Cost Reclassification Adjustment Factor.

On an annual basis, the Company shall reconcile the actual administrative cost incurred in providing Energy Service to the revenue generated by the above surcharges included in Energy Service rates. Any excess or deficiency, including interest at the interest rate paid on customer deposits, shall be used to adjust the subsequent year's surcharges on a per kilowatt-hour basis.

In addition, the Company shall annually establish the surcharges above based on an estimate of the administrative costs in providing Energy Service for the upcoming year.

For purposes of the above reclassification, the administrative costs associated with providing Energy Service and subject to reclassification pursuant to this provision shall reflect the costs associated with Energy Service as defined by the settlement agreement in Docket DE 05-126.

Should any balance remain outstanding subsequent to the refund or recovery of over or under collections as described above, the Company shall reflect as an adjustment in the current reconciliation period the amount of the outstanding balance.

Any adjustment to the Energy Service Cost Reclassification 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 Cost Reclassification Adjustment Factor applicable to Energy Service rates. 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.

Dated: March 29, 2013 Effective: April 29, 2013 Issued by: <u>/s/Victor Del Vecchio</u> Victor D. Del Vecchio Title: President

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#### INTERCONNECTION STANDARDS PROVISION 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.

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## **1.0 Introduction**

## 1.1 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, (<u>i.e.</u>, it will never operate in parallel to the Company's EPS), then this Interconnection Standard does not apply.

#### **1.2 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.

Company: Granite State Electric Company.

Customer: Company's retail customer; host site or premises, may be the same as Interconnecting Customer.

**EPS:** The electric power system owned, controlled or operated by the Company used to provide distribution service to its Customers.

**Facility:** A source of electricity that is located on the Customer's side of the point of common coupling, and all facilities ancillary and appurtenant thereto, including interconnection equipment, which the Interconnecting Customer requests to interconnect to the Company EPS.

**In-Service Date:** The date on which the Facility and System Modifications (if applicable) are complete and ready for service, even if the Facility is not placed in service on or by that date.

**Interconnecting Customer:** Entity that takes electric service from the Company who has or will obtain legal authority to enter into agreements regarding the interconnection of the Facility to the Company EPS.

**Interconnection Service Agreement:** An agreement for interconnection service, the form of which is provided in Exhibit A, between the Interconnecting Customer and the Company.

**Islanding:** A situation where electrical power remains in a portion of an electrical power system when the Company's transmission or distribution system has ceased providing power for whatever reason (emergency conditions, maintenance, <u>etc.</u>). Unintentional Islanding, especially past the PCC, is to be strictly avoided.

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**Isolated:** The state of operating the Facility when electrically disconnected from the Company EPS on the Interconnecting Customer's side of the PCC.

**Listed**: A Facility that has been tested and certified by a nationally recognized testing laboratory to comply with all requirements in UL Standard 1741.1 dated May, 2007 or later.

**Net Metering:** A customer of the Company with a renewable on-site Facility of 100 kilovolt-amperes ("kVA") or less in size exercising the option to run the meter backward and thus choosing to receive a credit from the Company where in any month during which there was a positive net difference between kilowatt hours generated and consumed, the credit will equal the positive net difference. This credit is then used by the Customer in subsequent billing periods, until exhausted before purchasing energy from the Company.

**Non-Islanding:** Describes the ability of a Facility to avoid unintentional islanding through the operation of its interconnection equipment.

**Parallel:** The state of operating the Facility when electrically connected to the Company EPS (sometimes known as grid-parallel).

Parties: The Company and the Interconnecting Customer.

**Point of Common Coupling (PCC):** The point where the Interconnecting Customer's local electric power system connects to the Company EPS, such as the electric power revenue meter or premises service transformer. See the Company for the location at a particular Interconnecting Customer site.

**Radial Distribution Circuit:** Electrical service from an EPS consisting of one primary circuit extending from a single substation or transmission supply point arranged such that the primary circuit serves Interconnecting Customers in a particular local area.

**Screen(s):** Criteria by which the Company will determine if a proposed Facility's installation will adversely impact the Company EPS in the Simplified Processes as set forth in Section 3.0.

**Simplified Process:** As described in Section 3.1, process steps from initial application to final written authorization for certain Listed inverter-based Facilities of limited scale and minimal apparent grid impact.

**Spot 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 only one Interconnecting Customer.

**Supplemental Review:** Additional engineering study to evaluate the potential impact of Facilities over 10 kVA on the Company EPS so as to determine any requirements for processing the application, or Facilities of 10 kVA or smaller that fail one of the Simplified Process screens. This review is charged at a cost of \$125.00 per hour up to a limit of 10 hours. 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.

**System Modification:** Modifications or additions to distribution-related Company facilities that are integrated with the Company EPS for the benefit of the Interconnecting Customer and paid for by the Interconnecting Customer.

**Unintentional Islanding:** A situation where the electrical power from the Facility continues to supply a portion of the Company EPS past the PCC when the Company's transmission or distribution system has ceased providing power for whatever reason (emergency conditions, maintenance, etc.).

**Witness Test:** The Company's right to witness the commissioning testing. Commissioning testing is defined in IEEE Standard 1547-2003.

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#### **1.3 Forms and Agreements**

The following documents for the interconnection process are included as Exhibits:

- 1. Application forms:
  - a. Simplified Process (Facilities meeting the requirements of Section 3.1) application form and service agreement (Exhibit A)
  - b. Certificate of Completion (Exhibit B)
- 2. Supplemental Review Agreement for those projects which have failed one or more screens in the Simplified Process (Exhibit C).

#### 2.0 Basic Understanding

Interconnecting Customer intends to install a Listed inverter based Facility on the Customer's side of the PCC that will be connected electrically to the Company EPS and operate in parallel, synchronized with the voltage and frequency maintained by the Company during all operating conditions. It is the responsibility of the Interconnecting Customer to design, procure, install, operate, and maintain all necessary equipment on its property for connection to the Company EPS. The Interconnecting Customer and the Company shall enter into a Simplified Process Application and Interconnection Service Agreement to provide for parallel operation of an Interconnecting Customer's Facility with Company EPS. A form of this agreement is attached as Exhibit A to this Interconnection Standard.

The equipment, controls and other facilities that together constitute the interconnection of the Facility with the Company EPS must be reviewed for potential impact on the Company EPS under the process described in Section 3.0.

The Interconnecting Customer should consult the Company before designing, purchasing and installing any generation equipment, in order to verify the nominal utilization voltages, frequency, and phase characteristics of the service to be supplied, the capacity available, and the suitability of the proposed equipment for operation at the intended location. Attempting to operate a Facility at other than its nameplate characteristics may result in unsatisfactory performance or, in certain instances, injury to personnel and/or damage to equipment. The Interconnecting Customer will be responsible for ascertaining from the Company, and the Company will cooperate in providing, the service characteristics of the Company EPS at the proposed PCC. The Company will in no way be responsible for damages sustained as a result of the Interconnecting Customer's failure to ascertain the service characteristics at the proposed PCC.

The Facility should operate in such a manner that does not compromise, or conflict with, the safety or reliability of the Company EPS. The Interconnecting Customer should design its equipment in such a manner that faults or other disturbances on the Company EPS do not cause damage to the Interconnecting Customer's equipment.

Authorization to interconnect will be provided once the Interconnecting Customer has met all terms of the interconnection process as outlined below.

This Interconnection Standard does not cover general distribution service needed to serve the Interconnecting Customer. Please refer to the Company's Terms and Conditions for Distribution Service. This Interconnection Standard does not cover the use of the distribution system to export power, or the purchase of excess power.

#### **3.0 Process Overview**

This application process is for Listed inverter-based Facilities with a power rating of 100 kVA or less depending on the service configuration, and located on radial a EPS under certain conditions. A Listed inverter-based Facility with a power rating of 10 kVA or less single-phase located on a spot network EPS under certain conditions would also be eligible.

Listed inverter based interconnections are intended to be reviewed promptly under a Simplified Process. A set of review screens have been developed to determine if the application fits the Simplified Process and are described below and detailed in Figures 1 and 2 with their accompanying notes. Table 1 describes the timelines for these paths. Unless otherwise noted, all times in the Interconnection Standard reference Company business days under normal work conditions.

A project that fails to meet the Simplified review screens will be addressed using the Company's standard interconnection review practices. In cases where the Facility is larger than 10 kVA, a Supplemental Review will be conducted. In addition a Supplemental Review may be required which may allow an interconnection of 10 kVA or smaller to be accommodated at a particular site even though it did not pass the Simplified review screens. In these instances, the Company will provide an estimated cost to do a Supplemental Review to the Interconnecting Customer. If the Interconnecting Customer funds the Supplemental Review, the Company will undertake the review to determine which of the following apply:

No system modifications are required and the simplified process can be used.

- System modifications are required at the Customer's expense before the simplified process can be used. A statement will be sent to the Customer describing the required modification and a bill for the estimated amount.
- The simplified process cannot be used and the Customer must reapply using the Company's standard interconnection process.

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.

#### **3.1 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:

- a. Application process:
  - i. Interconnecting Customer submits a Simplified Process application filled out properly and completely (Exhibit A).
  - ii. 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.
- b. 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.
- c. 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.

- d. 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 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.
- e. The Interconnecting Customer returns Certificate of Completion to the Company.
- f. 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.
- g. 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.

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.

#### 3.2 Time Frames

Unless otherwise noted, all days in the Interconnection Standard reference Company business days under normal work conditions.

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.

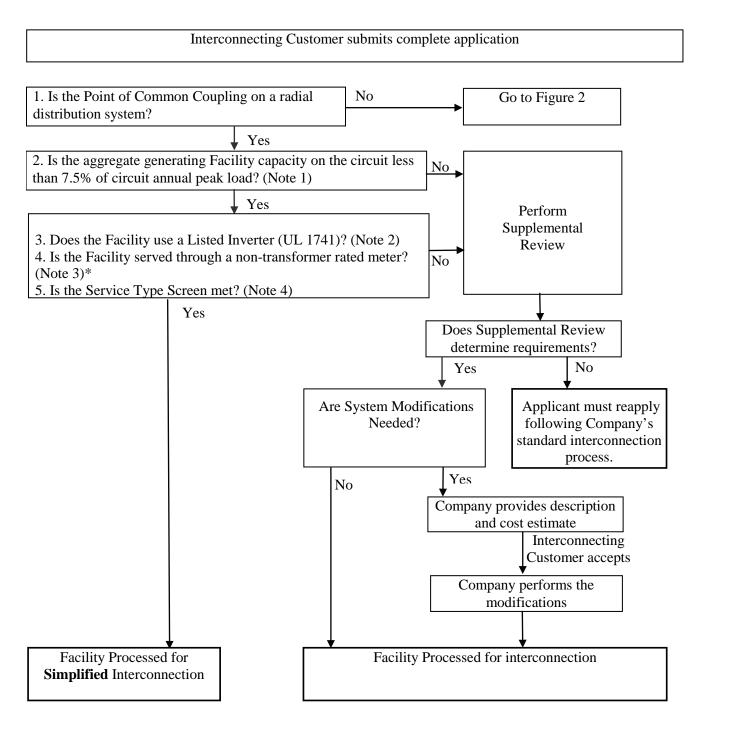
#### 3.3 Fees

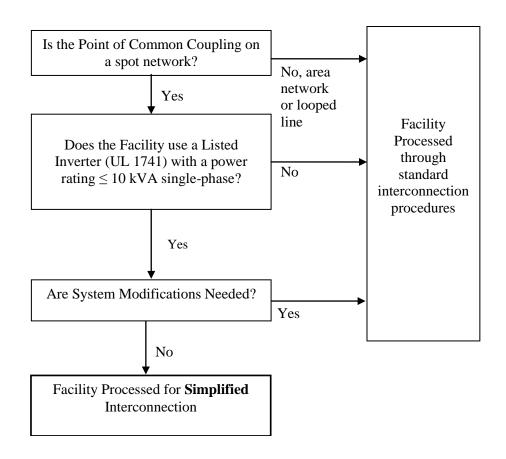
There are no fees for those Facilities that qualify for the Simplified Process on a radial EPS (except in certain cases where a System Modification would be needed for which the Interconnecting Customer would pay).

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 at a cost of \$125.00 per hour. 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.

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





#### **Figure 2 – Simplified Interconnection to Networks**

#### **Explanatory Notes to Accompany Figure 1**

- **Note 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 bidirectional power flow is possible due to alternative circuit supply options ("loop service"), the normal supply point is the loop tap.
- **Note 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.
- **Note 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.
- **Note 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.

Review Process	Simplified	Simplified Spot Network
Eligible Facilities	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		
Total Maximum Days	20 days	100 days
Notice/ Witness Test	< 1 day with 10 day notice or by mutual agreement	1 day with 10 day notice or by mutual agreement
Send Approval to Interconnector		

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.

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

(please do not submit this page)

<u>General Information</u>: If you, the Interconnecting Customer, wish to submit an application to interconnect your generating Facility using the Simplified Process (reference Section 3.1 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  $\leq 100$  kVA, or (2) connecting to 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.

Mail all material to: COMPANY SPECIFIC ADDRESS

The Simplified Process is as follows:

- 1. Application process:
  - a. Interconnecting Customer submits a Simplified Application filled out properly and completely.
  - b. 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.
- 2. Company verifies Facility equipment can be interconnected safely and reliably.
- 3. If approved, the Company signs the application and returns a copy to the Interconnecting Customer.
- 4. 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.
- 5. 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.
- 6. The Interconnecting Customer returns the Certificate of Completion to the Company.
- 7. 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.
- 8. 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.

<u>Contact Information</u>: 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.

Ownership Information: Please enter the legal names of the owner or owners of the Facility.

Dated: March 29, 2013 Effective: April 29, 2013 Issued by: <u>/s/Victor Del Vecchio</u> Victor D. Del Vecchio Title: President

Authorized by Docket No. DE , NHPUC Order No. , Dated //

<u>Generating Facility Information</u>: 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.

Confidentiality: Information on this form will be shared with the Commission and other State Agencies as required.

<u>UL 1741 Listed</u> 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.

#### Simplified Process Interconnection Application and Service Agreement

Contact Information:			Date Prepared:		
Legal Name and Address of Interconnect					
Customer or Company Name (print):		Contact	Person, if Company:		
Mailing Address:	States	Zin Coda	E Mail.		
City:	State:	Zip Code:	E-Mall: Eassimile Nur	mh ar	
Telephone (Daylime):	(Evenin	(8):	Facsimile Nur	nder:	
Alternative Contact Information (e.g.,				ppropriate):	
Name:					
Mailing Address:					
City:	State:	Zip Code:	E-Mail:		
Telephone (Daytime):	(Evenin		Facsimile Nur	nber:	
<b>Electrical Contractor Contact Informa</b>	ntion (if appropriate	e):			
Name:		Tele	phone:		
Mailing Address:					
City:	State:	_ Zip Code:			
Facility Information:					
Address of Facility:					
City:		Zip Code:			
Electric Supply Co:	Acct #:	_ ====	Meter #:		
Gen/Inverter Manu:	Model Name an	d #:		<i>Ouantity:</i>	
Gen/Inverter Manu:	(kVA)	(AC Volts)	Single	or Three	Phase
System Design Capacity: (kV	$\overline{(kVA)}$	Battery Backup: 1	Yes: No:		
Net Metering: If Renewably Fueled, will					
Prime Mover: Photovoltaic Recip					
Energy Source: Solar Wind H					
UL 1741.1 (IEEE 1547.1) Listed? Yes: _					
Estimated Install Date:					
Interconnecting Customer Signature					
I hereby certify that, to the best of my know	owledge, all of the	information provid	ded in this application i	is true and I agre	to the
Terms and Conditions on the following p		F			
Customer Signature:		Title:		Date:	
Please attach any documentation provid	led by the inverter i	nanufacturer des	cribing the inverter's U	UL 1741 listing.	
Approval to Install Facility (For Company				nt upon the term	s and
conditions of this Agreement, and agreem					
Are system modifications required? Yes:	: No:	To be Determine	d		
Company Signature:		Title:	Date:		
Company Signature: Company waives inspection/Witness Te	est? Yes:	No:			
• • • •					

#### **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 the all of the following has occurred:
  - 2.1. **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.
  - 2.2. Certificate of Completion. The Interconnecting Customer returns the Certificate of Completion to the Agreement to the Company at address noted.
  - 2.3. Company has completed or waived the right to inspection.
- 3. **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.
- 4. **Safe Operations and Maintenance**. The Interconnecting Customer shall be fully responsible to operate, maintain, and repair the Facility.
- 5. **Disconnection**. The Company may temporarily disconnect the Facility to facilitate planned or emergency Company work.
- 6. **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:
  - 6.1. **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.
  - 6.2. **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 Completion if inspection is waived, or within 10 business days after the inspection is completed, if such meter is not already in place.
- 7. **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.
- 8. 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.

- 9. Termination. This Agreement may be terminated under the following conditions:
  - 9.1. By Mutual Agreement. The Parties agree in writing to terminate the Agreement.
  - 9.2. **By Interconnecting Customer**. The Interconnecting Customer may terminate this Agreement by providing written notice to Company.
  - 9.3. **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.
- 10. 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.
- 11. **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).

#### Exhibit B - Certificate of Completion for Simplified Process Interconnections

Installation Information:				Check if owner-installed	
Customer or Company	Customer or Company Name (print):		Contact Pers	son, if Company:	
Mailing Address:					
City:		State:	Zip Code:	E-Mail Address	
Telephone (Daytime):	(Evening):	Facsimile	Facsimile Number:		
Address of Facility (if d	lifferent from above):				
City:		State:	Zip Code:		
Generation Vendor:		Contact Pe	Contact Person:		
				Date:	
Electrical Contractor's Name (if appropriate):		License number:			
Mailing Address:					
City:		State:	Zip Code:	E-Mail Address	
Telephone (Daytime):	(Evening):	Facsimile	Number:		
Date of approval to instal	I Facility granted by th	ne Company:		Installation Date:	
Application ID number:					
Inspection: The system has been inst	alled and inspected in	compliance wit	h the local Build	ing/Electrical Code of	
(City/County)					
	Wiring Inspector, or at	tach signed elec	ctrical inspection	ı):	
Signed (Local Electrical					

#### **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. Also, 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/fax a copy of this form to:

Director of Engineering Distribution Engineering Department Liberty Energy Utilities (New Hampshire) Corp. 11 Northeastern Blvd Salem NH 03079 Fax: 603-896-6175

#### Exhibit C – 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 Section 1.0 and outlined in Section 3.0 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 not to exceed \$1,250. The Company anticipates that the Supplemental Review will cost \$\_\_\_\_\_. No work will be performed until payment is received.

Please indicate your acceptance of this Agreement by signing below.

Interconnecting Customer

#### 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.

#### **RESIDENTIAL ENERGY EFFICIENCY LOAN PROGRAM**

#### AVAILABILITY

Subject to the Terms and Conditions of the Tariff of which it is a part, this program shall allow Customers installing energyefficiency 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 \$7,500 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.

#### 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 84 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.

#### NON-RESIDENTIAL ENERGY EFFICIENCY LOAN PROGRAM

#### AVAILABILITY

Subject to the Terms and Conditions of the Tariff of which it is a part, this program shall allow Customers installing energyefficiency 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; 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.

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

#### CUSTOMER LOAN AGREEMENT

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

#### **GREENUP SERVICE RECOVERY PROVISION**

The GreenUp Service Recovery Adjustment shall collect from customers taking retail delivery service under Granite State Electric Company ("Granite State" or "the Company") rates the GreenUp Service administrative costs incurred by the Company for providing GreenUp Service in accordance with RSA 374-F:3, V(f). The GreenUp Service 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 GreenUp Service Recovery Adjustment in the first year shall include costs to change the Company's billing system to allow billing for GreenUp Service, administrative costs, and no more than \$35,800 in customer outreach and education costs. In subsequent years, the factor shall be established annually based on a forecast of GreenUp Service administrative costs, and shall include a full reconciliation and adjustment for any over- or under-recoveries occurring under the prior year's adjustment. The Company may file to change the factor at any time should significant over- or under-recoveries occur.

Any adjustment of the Greenup Service Recovery Adjustment factor shall be in accordance with a notice filed with the Public Utilities Commission ("Commission") setting forth the amount of the increase or decrease, and the new GreenUp Service 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.

# N.H.P.U.C. No. <u>18-19</u> - ELECTRICITY GRANITE STATE ELECTRIC COMPANY DBA LIBERTY UTILITIES

# SUPERSEDING N.H.P.U.C. No. 4718

TARIFF

for

# RETAIL DELIVERY SERVICE

Applicable

in

Twenty-three towns in New Hampshire

served in whole or in part.

(For detailed description, see Service Area)

Dated:Dated:March 29, 2013Effective:Effective:April 29, 2013July 03, 2012

Issued by: Vi Title:

Victor D. Del Vecchio President

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Dated: March 29, 2013	Issued by: /s/ Victor D. Del Vecchio		
Effective: April 29, 2013	Victor D. Del Vecchio		
*	Title: President		

Authorized by Docket No., NHPUC Order No, Dated

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#### N.H.P.U.C. No. 18<u>19</u> ELECTRICITY LIBERTY UTILITIES

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Dated:Dated:March 29, 2013July 03, 2012Effective:Effective:April 29, 2013July 03, 2012

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#### 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.

Dated:Dated:March 29, 2013Effective:Effective:April 29, 2013July 03, 2012

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#### N.H.P.U.C. No. <u>1819</u> - ELECTRICITY LIBERTY UTILITIES

#### TERMS AND CONDITIONS

The following Terms and Conditions together with the Company's Specifications for Electrical Installations 2012 where not inconsistent therewith are a part of all rates, and the observance thereof by the Customer is a condition precedent to the initial and continuing supply of electricity by the Company:

#### 1. MEANING OF THE WORD "MONTH"

Whenever reference is made to electricity delivered or a payment to be made "in any month", "each month" or "per month", it shall mean the electricity delivered in the period between two successive regular monthly meter readings or the payment to be made in respect of such period.

#### 2. PAYMENT OF BILL

All bills shall be due and payable upon receipt thereof. Bills rendered to non-residential customers on which payment has not been received by the next meter reading date, as shown on the bill, shall bear interest at the rate of 1-½% per month on any unpaid balance. Whenever a check or draft presented for payment of service by any customer is not accepted by the institution on which it is written, a charge of five (5) dollars, or five (5) percent of the face value of the check or draft, whichever is greater, shall be imposed.

#### 3. CUSTOMER DEPOSITS

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 periods, exclusive of the highest-use billing period, and calculated pursuant to New Hampshire Administrative Rules Puc 1203.03(l)(1). Simple annual interest shall accrue on all deposits from the date of deposit to the date of termination of service by the customer at a rate equal to the prime rate. The Customer shall have the opportunity to pay the deposit in three (3) equal monthly installments, with the first payment due immediately, the second payment due within thirty (30) days and the final payment due within sixty (60) days, provided that the first payment shall be for no more than the charge for one month's utility service calculated as provided in Puc 1203(l)(1)(b); and the second and third payments shall be in equal installments of the remainder due.

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All deposits shall accrue simple annual interest from the date of deposit to the date of termination of service by the customer. Interest shall accrue at a rate equal to the prime rate. When a deposit has been held longer than 12 months, interest shall be paid to the customer or credited to the customer's current bill not less than annually. The entire deposit plus interest accrued shall be refunded when all bills have been paid without arrearage for 12 consecutive months for a residential customer and 24 consecutive months for a non-residential customer. With the agreement of the customer, deposits plus the interest accrued thereon may be applied against the current bills until the balance of the deposit is exhausted. Upon termination of service, the deposit plus interest accrued less any amount due the utility shall be refunded within 60 days of the date of termination.

#### 4. 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 of twenty (20) dollars for such a test. If, upon testing, the meter is found to be in error by more than three two (32) percent, the deposit shall be refunded. If the meter is not found to be in error by as much as three two (32) percent, the Company shall retain the deposit for the test.

Whenever, as the result of a test, a watt-hour meter is found to register in excess of three-two (32) 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 three-two (32) 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.

#### 5. LOCATION OF METERS

For the purpose of determining the amount of electricity delivered, meters of either the indoor or outdoor type shall be installed by the Company at locations to be designated by the Company. The Company may at any time change any meter installed by it. The Company may also change the location of any meter or change from an indoor type to an outdoor type, provided that all expense of so doing is borne by the Company. Upon the reading of the Company's meter all bills shall be computed. If more than one meter is installed, except at the Company's option, the Monthly charge for Service delivered through each meter shall be computed separately under the applicable rate.

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### N.H.P.U.C. No. <u>1819</u> - ELECTRICITY LIBERTY UTILITIES

In case 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.

# 6. INSTALLATION AND SEALING OF METER SWITCHES AND CIRCUIT BREAKERS

The Customer shall furnish and install upon its premises such service conductors, service equipment, including oil circuit breaker if used, and meter mounting device as shall conform with specifications issued from time to time by the Company, and the Company may seal such service equipment and meter mounting device, and adjust, set and seal such oil circuit breaker and such seals shall not be broken and such adjustments or settings shall not be changed or in any way interfered with by the Customer.

### 7. CUSTOMER'S RESPONSIBILITY FOR INSTALLATION OF EQUIPMENT ON ITS PREMISES

The Customer shall furnish, at no cost to the Company, the necessary space, housing, fencing and foundations for such equipment as will be installed upon its premises, in order to supply it with electricity, whether such equipment be furnished by the Customer or the Company. Such space, housing, fencing and foundations shall be in conformity with the Company's specifications and subject to its approval.

# 8. TEMPORARY SERVICE

Temporary service is service which will not continue for a sufficient period to yield the Company adequate revenue at its regular rates to justify the expenditures necessary to provide such service. It shall be the Company's policy to require Customers seeking Temporary Service to pay the full amount of the estimated cost of installing and removing the requested connection, less estimated salvage value, in advance of the installation by the Company of the connection. In addition, the Customer will be required to make payments for electricity at the regular rates. The estimated cost and salvage shall be determined solely by the Company which shall exercise good faith in making such determinations.

# 9. COMPANY'S LIABILITY IN CASE OF INTERRUPTION OF SERVICE

The Company shall not be liable for, or in any way in respect of, any interruption, abnormal voltage, discontinuance or reversal of its service, due to causes beyond its immediate control whether accident, labor difficulties, condition of fuel supply, the attitude of any public authority, or failure to receive any electricity for which in any manner it has contracted, or due the operation in accordance with good utility practice of an emergency load reduction program by the Company or one with whom it has contracted for a supply of electricity, or inability for any other reason to maintain uninterrupted and continuous service; provided, however, that if the Company is unable for any of the causes enumerated above to supply any electricity for a continuous period of two days or more, then upon request of the Customer, the Demand Charge, if any, shall be suspended for the duration of such inability.

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### 10. COMPANY'S LIABILITY FOR USE OF ELECTRICITY ON CUSTOMER'S PREMISES

The Company shall not be liable for damage to the person or property of the Customer or any other persons resulting from the use of electricity or the presence of the Company's appliances and equipment on the Customer's premises.

#### 11. SERVICE CONNECTION CHARGE AND RECONNECTION CHARGE

A service connection charge of Fifteen Twenty Dollars shall be charged to all customers requesting new service.

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, a reconnection charge of Fifteen Thirty Five Dollars will be made.

When it is necessary for the Company to send an employee to the meter location outside of normal working hours to establish or reestablish service, the charge will be Forty-five Seventy dollars. A charge of Twenty dollars may[u1] 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

### 12. ACCESS TO AND PROTECTION OF COMPANY'S EQUIPMENT ON CUSTOMER'S PREMISES

The Customer shall not permit access for any purpose whatsoever, except by authorized employees of the Company, to the meter or other appliances and equipment of the Company, or interfere with same, and shall provide for their safekeeping. In case of loss or damage of the Company's property, the Customer shall pay to the Company the value of such property or the cost of making good the same.

# 13. COMPANY'S RIGHT OF ACCESS TO ITS EQUIPMENT ON CUSTOMER'S PREMISES

The Company shall have the right of access at all reasonable times to the premises on which its meters, other appliances and equipment are located for the purpose of examining or removing the same.

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#### 14. 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.

#### 15. SERVICE TO BARNS OR GARAGES

The Company shall not be required to install a service or meter for a garage, barn or other out-building, so located that it may be supplied with electricity through a service and meter in the main building.

### 16. OBTAINING STREET OR OTHER PERMITS AND CERTIFICATES

The Company shall make, or cause to be made, application for any necessary street permits, and shall not be required to supply service until a reasonable time after such permits are granted. The Customer shall obtain or cause to be obtained all permits or certificates, except street permits, necessary to give the Company or its agents access to the Customer's equipment and to enable its conductors to be connected therewith.

# 17. SPECIAL PROVISIONS FOR UNUSUAL COST TO PROVIDE SERVICE

Whenever the estimated expenditures for the equipment necessary to properly supply electricity to a Customer's premises shall be of such an amount that the income to be derived therefrom at the applicable rates, will in the opinion of the Company, be insufficient to warrant such expenditures, the Company may require a Customer to guarantee a minimum annual payment for a term of years or to pay the whole or a part of the cost of extending its lines to a Customer's premises or other reasonable payments in addition to the payments for electricity at the applicable rates.

# 18. POINT OF CONNECTION OF COMPANY'S SERVICE

The Company shall furnish on request detailed information on the method and manner of making service connections. Such detailed information may include a copy of the Company's Specifications for Electrical Installations booklet, as may be amended from time to time, a description of the service available, connections necessary between the Company's facilities and the Customer's premises, location and access of service connection facilities and metering equipment, and Customer and Company responsibilities for installation of facilities.

The Customer shall wire to the point designated by the Company, at which point the Company will connect its service. For a service meeting Company requirements (which requirements are set forth on the Company's website at http://libertyutilities.com/electricity/business\_partners/technical\_construction.html), the Company may also permit this connection to be made by a licensed electrician in good standing with the authority having jurisdiction, as required by applicable law, and who is registered with the Company, provided, however, that the Company gives no warranty to the Customer, express or implied, as to the knowledge, training, reliability, honesty, fitness, or performance of any electrician registered with the Company for this purpose, and the Company shall not be liable for any damages or injuries caused by any electrician who may be used for such purpose.

### 19. UNDERGROUND SERVICE

A Customer's premises may be connected to the Company's aerial distribution wires through an underground connection where the Customer installs, owns and maintains all of the underground service including the necessary riser. All low voltage underground service connected to the Company's underground distribution cables beyond two feet inside the property line shall be installed by the Customer and shall be and remain the property of the Customer.

Dated: Dated:	March 29, 2013 July 03, 2012	Issued by: /s	Victor D. Del Vecchio
Effective: Effective:	April 29, 2013 July 03, 2012	-	Victor D. Del Vecchio
		Title:	President

#### 20. RATE FOR TRIAL INSTALLATIONS

The Company may, provided it has spare generating and transmission capacity, supply electricity for trial purposes at other than its regular rates. The period for the trial must be not longer than is necessary for the demonstration and must be specified in the agreement.

#### 21. AUXILIARY SERVICE PROVISIONS

All utility sales to a qualifying facility (as defined in section 26 of the Terms and Conditions of this Tariff) shall be billed according to the tariff provision that would apply if the qualifying facility had no generation, except that:

- 1. a net purchase or sale qualifying facility who has been receiving service prior to March 20, 1981 shall remain on the rate under which it has been receiving such service; and
- 2. no qualifying facility may purchase on a less expensive tariff than would be available if it had no generation.

# 22. DETERMINATION OF THE DEMAND

The demand is the maximum rate of taking electricity. Under ordinary load conditions it will be based upon one or more fifteen-minute peaks as herein defined. In the case of extremely fluctuating loads, however, or under other special conditions, where the demand based as herein indicated would not equitably represent the Company's responsibilities, the demand will be based upon the instantaneous peak or the peak for a shorter period than fifteen minutes, or in accordance with the Fluctuating Load Policy of the Company. A fifteen-minute peak is the average rate of delivery of electricity during any fifteen-minute period as determined by any suitable instrument.

# 23. 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, the Company will approve the connection of such apparatus to the Company's facilities only after it has determined that the apparatus and revenues meet the requirements referred to in Paragraphs 14 and 17 of the Terms and Conditions.

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If the Company furnishes a separate service connection to such load, then a separate bill for such service will be rendered. Charges for billing for electricity supplied will be as provided in the rate plus an amount equal to  $\frac{1.752.76}{2.76}$  per month per KVA of transformer needed.

If the Company does not furnish a separate connection for such load but does install additional transformer capacity, other new facilities, or rearranges its existing facilities, the customer may be required to make a payment or other guarantees.

#### 24. RELOCATION OF EQUIPMENT ON PRIVATE PROPERTY

Lines, poles and transformer stations on private property are usually situated in locations that were the result of negotiations and mutual agreement with the property owner. When the equipment is Company-owned and is used to supply more than one customer, permanent easements or other rights of way satisfactory to the Company should be obtained.

#### Relocation of Company-Owned Equipment

Subsequent changes in the location of Company-owned facilities on private property will in general be made by the Company at the Customer's expense.

The Company, however, will assume the expense of the relocation if the following conditions exist:

- a. The relocation is for the Company's convenience, or
- b. The relocation is necessary owing to the expansion of the Customer's operations and the expense is justified by the increased annual revenue.

(The preceding should not be construed to apply to a situation where the existing location is adequate to handle the expanded operations or where the relocation is requested solely for the Customer's convenience. In any such instance the relocation will be at the Customer's expense even though increased revenue will result from the expanded operations.)

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#### 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.

#### 25. CUSTOMER STREET CROSSINGS

#### 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 over or under the street, the Customer should petition for the wire crossing from the local governmental board having jurisdiction. Upon securing the necessary permits, the Customer will construct the crossing provided there are no attachments on Company-owned equipment. The Customer will own, operate and maintain the crossing.

#### 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:

- a. <u>Construction</u> 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.
- b. <u>Maintenance</u> 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.
- c. <u>Removal of Street Crossing</u> 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.
- d. <u>Street Crossing Agreement</u> All street crossings for Customers made by the Company under above conditions must be covered by a street crossing agreement.

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# 26. ENERGY TRANSACTIONS WITH QUALIFYING FACILITIES

### Energy TransactionsAVAILABILITY

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.Purchases will be subject to the following terms and conditions:

- a. <u>Price</u> The price paid to the QF for energy delivered shall be the current Qualifying Facility Power Purchase Rate on file according to the time and voltage level of the delivery.
- b. <u>Simultaneous Purchase and Sale</u> A QF may, at its option, be treated for billing purposes on either a simultaneous purchase and sale basis or on a net purchase and sale basis. Once a QF elects to be a "simultaneous" or "net" purchaser and seller, that election shall continue in effect for an initial term of one year, after which the QF may modify the election for the next year or terminate service by delivering one month's prior written notice.

A simultaneous purchase and sale is an arrangement under which a QF's entire output is considered to be sold to the Company, while power used internally by the QF is considered to be simultaneously purchased from the Company. A net purchase and sale is an arrangement under which the output of a QF is considered to be used to the extent needed for the QF's internal needs, while any additional power needed by the QF is purchased from the Company and any surplus power generated by the QF is sold to the Company as surplus.

#### **Capacity Transactions**

The Company will make short-run capacity payments to a QF if (i) the QF executes a short-term contract to supply capacity with a minimum notice provision of one year, (ii) the sale by the QF meets the criteria established by NEPOOL for a capacity sale that contributes toward meeting the capability responsibility of the Company or its wholesale supplier, and (iii) the QF submits to a capacity audit performed by the NHPUC Engineering Department. The price paid to the QF for short-run capacity shall be based upon the short-run value of market capacity in dollars per kilowatt year, adjusted by voltage level of the delivery, in accordance with the Qualifying Facility Power Purchase Rate currently on file. The annual capacity rate shall be divided into twelve monthly installments and paid to the QF on the basis of its present demonstrated capability as determined by the capacity audit.

# TERMS AND CONDITIONS

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 on Page 76 of 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.

<u>(C)</u>

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 Energy Utilities (New Hampshire) Corp.
11 Northeastern Blvd
Salem NH 03079
Fax: 603-896-6175

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#### **Interconnection and Metering**

The QF is responsible for all interconnection and metering costs in accordance with Supplemental Order No. 15,797 and Second Supplemental Order No. 15,910 (issued March 20 and April 20, 1981, in Docket No. DE 80-246). Before a transaction with a QF is made, the QF shall meet the minimum protection requirements contained in the Company's guidelines.

Purchases by the Company from a QF with an installed capacity of 100 kilowatts or more will be at rates that vary according to the time of day. The necessary time-of-day meter shall be installed at the QF's expense. The incremental cost for installing the time-of-day meter will be based on the difference between time-of-day and non-time-of-day installations for the classes listed below:

<u>Class</u>	Time of Day	Non-Time-of-Day	Difference
(i) Single Phase	<del>\$219.89</del>	<del>\$ 47.98</del>	<del>\$171.91</del>
<del>(ii) Polyphase</del>	<del>\$1,946.23</del>	_	-
(iii) Transformer-rated	These installations must be treated on a case by case basis; the metering cost difference will be assumed equal to the class (ii) cost difference.		

At its option and cost, the Company may install and maintain a time-of-day meter for a QF with an installed capacity between 30 and 99 kilowatts. Thereafter, purchases from such QFs will be at time varying rates.

A QF with an installed capacity under 100 kilowatts, which does not have a time-of-day meter installed pursuant to the paragraph above, shall be paid the averaged Qualifying Facility Power Purchase Rate unless the QF decides at its option and cost to install a time-of-day meter. If the QF so elects, the Company shall install a time-of-day meter, charging the QF according to the above schedule.

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.

# PURCHASE OPTIONS

QFs with a peak generating capacity of 1,000 kWs and under may choose to utilize Net Energy Metering as specified in NH RSA 362-A:9 and in PUC 900 Net Metering For Customer-Owned Renewable Energy Generation Resources of 1000 Kilowatt or Less.

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"). Such purchase 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 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.

# PAYMENT

For QFs not utilizing Net Energy Metering, within 30 days after the end of a month, the Company will provide the QF with a calculation showing the quantity of electric energy sold into the New England electric wholesale market, the payments received by the Company, and any charges imposed by ISO-NE on the Company for such sales. If the QF agrees with the Company's calculation, the QF will then issue an invoice to the Company for payment of such net electric energy sales. The Company reserves the right to require the QF to pay any administrative or service fees as may be assessed by the Company.

# **METERING**

QFs selling to the Company shall install metering as specified by the Company that either (i) satisfy 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.

# **INDEMNIFICATION**

The 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.

Dated:Dated:March 29, 2013Effective:Effective:April 29, 2013July 03, 2012

Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

#### N.H.P.U.C. No. 18 - ELECTRICITY LIBERTY UTILITIES

#### Losses

The Qualifying Facility Power Purchase Rate includes adjustments for marginal line losses in the price paid for energy received from QFs smaller than 500 kW. Marginal line losses shall reflect losses from the subtransmission system to the interconnection point with the QF. The marginal loss factors may be recomputed from time to time to reflect changes in system losses.

For QFs 500 kW and above, the Company will perform a site specific study of the line losses that are avoided by deliveries of electric energy from the QF. The actual cost of such study will be borne by the QF. For QFs less than 500 kW, a site-specific loss study may be requested by either the Company or the QF, with the requesting party bearing the cost of such study. Results of the line loss study will govern the price paid for energy received from the QF.

The site specific loss study will reflect the changes in transmission and distribution losses on the Company's and its wholesale supplier's systems resulting from energy purchases from the QF, taking into account timing, location, and size of the energy deliveries. The loss analysis for the QF will be made on an equivalent DC circuit basis for, first, the local distribution system and, second, the transmission network.

Dated:Dated:March 29, 2013Effective:Effective:April 29, 2013July 03, 2012

Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

#### ATTACHMENT ISCHEDULE A <u>GRANITE STATE ELECTRIC COMPANY</u> <u>QUALIFYING FACILITY POWER PURCHASE AGREEMENTQUALIFYING FACILITY POWER PURCHASE</u> RATE

Energy Rates by Voltage Level (cents/kWh):

Voltage Level	Peak Period	Off-Peak Period	<u>Average</u>
Subtransmission	<del>3.697</del>	<del>2.965</del>	<del>3.303</del>
Primary Distribution	<del>3.971</del>	<del>3.111</del>	<del>3.508</del>
Secondary Distribution	4.111	<del>3.18</del> 4	<del>3.612</del>

Capacity Rates by Voltage Level:

Voltage Level	<u>\$/kW-Year</u>	<u>\$/kW Month</u>
Subtransmission	<del>\$27.80</del>	<del>\$2.32</del>
Primary Distribution	<del>\$30.44</del>	<del>\$2.54</del>
Secondary Distribution	<del>\$31.84</del>	<del>\$2.65</del>

 The Agreement is between
 , a Qualifying Facility ("QF") and GRANITE STATE ELECTRIC

 COMPANY (the "Company") for electric energy purchases by the Company from the QF's facility located at

 New Hampshire.

# AGREEMENT TO PURCHASE

Effective as of \_\_\_\_\_\_\_\_ the Company agrees to purchase electricity from the QF and QF agrees to sell electricity to the Company under the terms and conditions of the Company's tariff for Energy Transactions with Qualifying Facilities ("QF Tariff") 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 the QF 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

The Company will pay the QF at rates equal to the payments received by the Company for electric energy sales from the QF's facility in the Real-Time Energy Market administered by ISO New England Inc. ("ISO-NE") net of all charges imposed by the ISO-NE for such sales, as provided for in the QF Tariff. The Company reserves the right to require the QF to pay any administrative or service fees as may be assessed by the Company.

# <u>NOTICE</u>

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:
	Date:
Granite State Electric Company	

Dated:Dated:March 29, 2013Effective:Effective:April 29, 2013July 03, 2012

Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

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# LINE EXTENSIONS

# POLICY 1: LINE EXTENSION POLICY FOR INDIVIDUAL RESIDENTIAL CUSTOMERS

# I. Applicability

1. General

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.

### 2. 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.

3. Street Lights

This policy shall not apply to street lights.

4. Seasonal Service

This policy shall not apply to lines constructed for seasonal service. The Company should be contacted regarding the cost and availability of seasonal service.

- II. Construction of Facilities
  - 1. Line Extension on Public Way and Private Property

1A. General

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

1B. Overhead Line Extension

The Company shall be responsible for:

- i. 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;
- ii. designating the location of all Company owned equipment, the service entrance and meter location(s) at the house; and
- iii. 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.

Dated: March 29, 2013 Effective:April 29, 2013 Issued by: <u>s/Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

Authorized by Docket No. DE , NHPUC Order No. , Dated //

The Customer, at no cost to the Company, shall be responsible for:

- i. blasting and tree trimming and removal on private property in accordance with the Company's specifications and subject to the Company's inspection.
- 1C. Underground Line Extension

If the Customer requests an underground primary distribution line on private property in lieu of the standard overhead line, the Company will give reasonable consideration to the request. If the Company believes that there are technical complications, safety issues, engineering concerns, or other reasonable concerns, regarding the feasibility and/or maintenance of an underground system in the given circumstances, the Company may decline to install, own or maintain the underground service.

The Company shall be responsible for:

- i. designating the riser pole location;
- ii. designating the location of all Company owned equipment, the service entrance and meter location(s);
- iii. providing the company owned boxpad foundation;
- iv. providing, installing, owning and maintaining the transformer and meter; and
- v. making all connections to Company equipment.

The Customer, at no cost to the Company, shall be responsible for:

- i. providing, prior to the start of the Company's construction, all applicable documents required for the Company to prepare easements for its facilities to be installed on private property;
- ii. installing a steel riser at the Company's designated pole, including a 90 degree sweep and bonding clamp with a copper wire tap;
- <u>providing and installing all required foundations (except for Company boxpad foundations), handholes,</u> manholes, grounding systems, primary and secondary cable, and conduit including spacers, glue and pulling strings, etc.;
- iv. installing boxpad foundations, provided by the Company, as indicated on the Company's plan and related construction documents; and
- v. installing, owning, and maintaining all service conduit and service cable from the Company's equipment to the designated meter location(s).

# III. Customer Responsibilities

1. Easements

The Company will require the Customer to provide the Company with easements, drafted by the Company, for all Company owned facilities located on private property. The Customer will provide these easements prior to the start of the Company's construction and at no cost to the Company.

# 2. Code Compliance

All construction must be in accordance with the Company's Construction Standards and the "Information and Requirements for Electric Service" booklet as published by the Company from time to time and shall comply with codes and requirements of legally constituted authorities having jurisdiction.

### 3. Environmental Permits

The Customer shall be responsible for obtaining any required environmental permits prior to the start of construction.

### IV. Payment Required

1. Overhead Line Extension

1A. Overhead Cost per Foot

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.

1B. Total Allowed Overhead Line Distance per House

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.

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.

1C. Overhead Installation Charge

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" 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

If the Company agrees to an underground primary distribution line, the Company will estimate the Company's cost of providing the underground primary distribution line to the house. The Customer will be required to pay an "Underground Installation Charge" equal to:

a. the Company's estimated cost of installing the underground line

b. minus an amount equal to the cost of the "Allowed Overhead Line Distance per House"

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.

When the above results in a negative number, there shall be no "Underground Installation Charge."

#### 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.

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.

Dated: March 29, 2013 Effective:April 29, 2013 Issued by: <u>s/Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

# 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.

### V. 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.

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.

Dated: March 29, 2013 Effective:April 29, 2013 Issued by: <u>s/Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

#### POLICY 2:

# LINE EXTENSION POLICY FOR RESIDENTIAL DEVELOPMENTS

### I. Applicability

# 1. General

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.

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.

### 2. 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.

### 3. Street Lights

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

- II. Construction of Facilities
  - 1. Line Extension on Public and Private Ways

1A. General

No distinction shall be made between line extensions on public ways or private ways except where specifically noted. 1B. Overhead Line Extension

The Company shall be responsible for:

- i. 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;
- ii. designating the location of all Company owned equipment, excluding street lights, and the service entrance and meter location(s) at each house; and
- iii. 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 Customer, at no cost to the Company, shall be responsible for:

i. 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.

1C. Underground Line Extension

The Company shall be responsible for:

- i. developing the plan to provide underground electric service;
- ii. supplying a list of approved manufacturers and their part numbers for equipment to be supplied by the Customer;
- iii. designating the location of all Company owned equipment, excluding street lights, and the service entrance and meter location(s);
- iv. providing Company owned street light foundations;
- v. providing, installing, owning and maintaining all transformers, Company owned street lights, primary and secondary cable, except services;
- vi. making all connections to Company equipment; and
- <u>vii.</u> inspecting the underground conduit system and equipment foundations installed by the Customer, prior to <u>backfilling.</u>

The Customer, at no cost to the Company, shall be responsible for:

- i. providing, prior to the start of the Company's construction, all applicable documents required for the Company to prepare easements for its facilities to be installed on private property;
- <u>providing and installing all required foundations (except for Company owned street light foundations),</u> <u>handholes, manholes, grounding systems, and conduit including spacers, glue and pulling strings, etc. as</u> <u>indicated on the Company's plan and related construction documents;</u>
- iii. installing foundations, provided by the Company, for Company owned street lights;
- iv. supplying copies of all invoices, when requested, indicating manufacturer and part number for all such equipment listed above; equipment that is not approved shall not be used without the prior written consent of the Company;
- v. installing, owning, and maintaining all secondary services and service conduit from the Company's equipment to each designated meter location; and
- vi. turning over ownership of the conduit system, excluding the service conduit, to the Company upon inspection and acceptance of the conduit system by the Company.

Dated: March 29, 2013 Effective:April 29, 2013 Issued by: <u>s/Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President 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.

- III. Customer Responsibilities
  - 1. Easements

The Company will require the Customer to provide the Company with easements, drafted by the Company, for all Company owned facilities located on private property. The Customer will provide these easements prior to the start of the Company's construction and at no cost to the Company.

2. Code Compliance

All construction must be in accordance with the Company's Construction Standards and the "Specification for Electrical Installation" booklet as published by the Company from time to time and shall comply with codes and requirements of legally constituted authorities having jurisdiction.

3. Environmental Permits

The Customer shall be responsible for obtaining any required environmental permits prior to the start of construction.

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.

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

- i. a copy of the approval of the planning board for the subdivision;
- ii. a copy of all permits and approvals that have been obtained for constructing the development;
- iii. easements, drafted by the Company, for all facilities required to serve the development;
- iv. the name and address of the financial institution providing financing for the development, including a contact person and phone number;
- v. 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 costs, may be borne by the municipality and/or Customer if the tariff does not collect all costs of construction;
- vi. a schedule of Customer's best estimate for the construction of homes in the development; and
- vii. such other reasonable information that may be requested to confirm the viability of the development.

### IV. Payment Required

1. Overhead Installation Charge

1A. Definition of Centerline Feet

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

1B. Overhead Cost per Centerline Foot

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. When more than one span of wire is required to reach the service point from the roadway, the Company reserves the right to require the Customer to pay any excess costs to reach the service point.

1C. Total Allowed Overhead Distance

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 The Schedule of Fees for Line Extensions in the Company's Terms and Conditions.

1D. Overhead Installation Charge

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").

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."

The "Overhead Installation Charge" shall be paid by the Customer in advance of the Company's construction.

The "Overhead Installation Charge" is non-refundable if the line is built.

# 2. Underground Installation Charge

2A. Definition of Centerline Feet

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

2B. Underground Cost per Centerline Foot

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.

2C. Total Allowed Underground Distance

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 in Appendix A of the Company's <u>Terms and Conditions.</u>

2D. Underground Installation Charge

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.

The "Underground Installation Charge" is non-refundable if the line is built.

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.

V. 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 homes or residential development, 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.

Dated: March 29, 2013 Effective:April 29, 2013 Issued by: <u>s/Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

#### POLICY 3

# LINE EXTENSION POLICY FOR INDIVIDUAL COMMERCIAL AND INDUSTRIAL CUSTOMERS

- I. Applicability
  - 1. General

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.

2. 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.

3. Street Lights

This policy shall not apply to street lights.

- II. Construction of Facilities
  - 1. Line Extension on Public Way and Private Ways
    - 1A. General

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

1B. Overhead Line Extension

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

- i. 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;
- ii. designating the location of all Company owned equipment, excluding street lights, and the service entrance and meter location(s); and
- iii. 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 Customer, at no cost to the Company, shall be responsible for:

i. 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.

1C. Underground Line Extension

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

i. developing the plan to provide underground electric service;

ii. designating the location of all Company owned equipment, the service entrance and meter location(s);

iii. providing, installing, owning and maintaining all transformers and meters; and

iv. making all connections to Company equipment.

The Customer, at no cost to the Company, shall be responsible for:

i. providing, prior to the start of the Company's construction, all applicable documents required for the Company to prepare easements for its facilities to be installed on private property;

- ii. providing and installing all required foundations, handholes, manholes, grounding systems, primary and secondary cable, and conduit including spacers, glue and pulling strings, etc.; and
- iii. retaining ownership of transformer foundations, grounding systems, all primary and secondary cables and all conduit on private property.

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

# III. Customer Responsibilities

1. Easements

The Company will require the Customer to provide the Company with easements, drafted by the Company, for all Company owned facilities located on private property. The Customer will provide these easements prior to the start of the Company's construction and at no cost to the Company.

2. Code Compliance

All construction must be in accordance with the Company's Construction Standards and the "Specification for Electrical Installation" booklet as published by the Company from time to time and shall comply with codes and requirements of legally constituted authorities having jurisdiction.

# 3. Environmental Permits

The Customer shall be responsible for obtaining any required environmental permits prior to the start of construction.

Dated: March 29, 2013 Effective:April 29, 2013 Issued by: <u>s/Victor D. Del Vecchio</u> Victor D. Del Vecchio 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, the following:

- i. 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;
- ii. 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; barring a known occupant, the Customer's best estimates of the likely load of the proposed building;
- iii. all applicable documents required for the Company to prepare an easement for its facilities to be installed on private property;
- iv. a copy of the approval of the planning board for the subdivision, if such is required;
- v. a copy of all permits and approvals that have been obtained for construction;
- vi. the name and address of the financial institution providing financing for the Customer, including a contact person and phone number;
- vii. a schedule of the Customer's best estimate for construction; and
- viii. such other reasonable information that may be requested.
- IV. Payment Required
  - 1. Construction Advance

The Company will determine facilities required to meet the distribution service requirements of the Customer. 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.

Construction Advance (A) = C - (R/k)

Where:

- A = the Construction Advance paid to the Company by the Customer.
- $\frac{R}{P} = \frac{\text{the annual Distribution Revenue derived from the Customer within the first year following the completion}{\text{of the Company's construction of the facilities.}}$
- 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:

- $\frac{C}{C} = \frac{C}{C} = \frac{C}{C} + \frac{C}$
- <u>**R**</u> = the actual additional annual distribution revenue for the most recent twelve months.
- k = the annual carrying charge factor, expressed as a decimal.

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.

# 3. Additional Payment

When in the Company's opinion, significant 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 this cost 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.

Dated: March 29, 2013 Effective:April 29, 2013 Issued by: <u>s/Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

#### POLICY 4

# LINE EXTENSION POLICY FOR COMMERCIAL AND INDUSTRIAL DEVELOPMENTS

- I. Applicability
  - 1. General

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.

#### 2. 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.

3. Street Lights

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

- II. Construction of Facilities
  - 1. Line Extension on Public and Private-Ways

1A. General

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

1B. Overhead Line Extension

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

- i. 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;
- ii. designating the location of all Company owned equipment, excluding street lights, and the service entrance and meter location(s); and
- iii. 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 Customer, at no cost to the Company, shall be responsible for:

i. 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.

1C. Underground Line Extension

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

- i. developing the plan to provide underground electric infrastructure along the traveled way;
- ii. supplying a list of approved manufacturers and their part numbers for equipment to be supplied by the Customer;
- iii. designating the location of all Company owned equipment, excluding street lights, and the service entrance and meter location(s);
- iv. providing Company owned street light foundations;
- v. providing, installing, owning and maintaining all transformers, primary cable, related primary equipment, Company owned street lights, and meters;
- vi. making all connections to Company equipment; and
- vii. inspecting the underground conduit system and equipment foundations installed by the Customer, prior to backfilling.

The Customer, at no cost to the Company, shall be responsible for:

- i. providing, prior to the start of the Company's construction, all applicable documents required for the Company to prepare easements for its facilities to be installed on private property;
- <u>providing and installing all required foundations (except for Company owned street light foundations),</u> <u>handholes, manholes, grounding systems, and conduit including spacers, glue, and pulling strings, etc., as</u> <u>indicated on the Company's plan and related construction documents;</u>
- iii. installing foundations, provided by the Company, for Company owned street lights;
- iv. supplying copies of all invoices, when requested, indicating manufacturer and part number for all such equipment listed above; equipment that is not approved shall not be used without the prior written consent of the Company; and
- v. turning over ownership of the conduit system, to the Company upon inspection and acceptance of the conduit system by the Company.

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.

- III. Customer Responsibilities
  - 1. Easements

The Company will require the Customer to provide the Company with easements, drafted by the Company, for all Company owned facilities located on private property. The Customer will provide these easements prior to the start of the Company's construction and at no cost to the Company.

2. Code Compliance

All construction must be in accordance with the Company's Construction Standards and the "Information and Requirements for Electric Service" as published by the Company from time to time and shall comply with codes and requirements of legally constituted authorities having jurisdiction.

3. Environmental Permits

The Customer shall be responsible for obtaining any required environmental permits prior to the start of construction.

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:

- i. 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;
- ii. 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;
- iii. all applicable documents required for the Company to prepare an easement for its facilities to be installed on private property;
- iv. a copy of the approval of the planning board for the subdivision, if such is required;
- v. a copy of all permits and approvals that have been obtained for construction;
- vi. the name and address of the financial institution providing financing for the Customer, including a contact person and phone number;
- <u>vii.</u> 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:
- viii. a schedule of the Customer's best estimate for construction; and
- ix. such other reasonable information that may be requested.

Dated: March 29, 2013 Effective:April 29, 2013 Issued by: <u>s/Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

Authorized by Docket No. DE , NHPUC Order No. , Dated //

# IV. 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.

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

Where:

- <u>A = the Construction Advance paid to the Company by the Customer</u>
- <u>C</u> = 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.
- <u>B</u> = Allowed Credit per buildable lot
- <u>N = Number of buildable lots</u>

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, significant 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 this cost 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.

# N.H.P.U.C. No. 19 – ELECTRICITY LIBERTY UTILITIES

### Schedule of Fees for Line Extensions

Summary of Fees and Charges- Policy 1

Allowed Overhead Distance per House	<u>300 feet or 1 pole,</u> whichever is greater
Overhead Cost per Foot	<u>\$11.40</u>

Under Policy 1, there is no allowed underground distance for a single residential home. The Customer is given a credit equal to the cost of 300 feet of overhead distribution line towards the construction cost of the underground line extension and the Customers pays for the costs in excess of the amount of the credit.

Summary of Fees and Charges- Policy 2

Allowed Overhead Distance per House	<u>100 feet</u>
Overhead Cost per Foot	<u>\$11.40</u>
Allowed Underground Distance per House	<u>100 feet</u>
Underground Cost per Centerline Foot	<u>\$14.71</u>

Summary of Fees and Charges- Policy 4

<u>Overhead</u> <u>B = Allowed Credit per Buildable Lot</u>	<u>\$4,500</u>
Underground	\$4,500
B = Allowed Credit per Buildable Lot	<u>ψ<del>τ</del>,500</u>

Dated: March 29, 2013 Effective:April 29, 2013 Issued by: <u>s/Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

#### N.H.P.U.C. No. 18 - ELECTRICITY LIBERTY UTILITIES

**(D)** 

#### **Overhead Line Extension Policy**

It shall be Granite State Electric Company's policy to require payments for overhead line extension construction expenditures as follows:

No payment for construction expenditures shall be required where the Company is requested to supply standard service to a Customer and the Company can supply such service without extending its overhead lines along public ways or on private property, or any combination thereof, more than three hundred feet. Except as hereinafter provided, where the Company must extend its overhead lines more than three hundred feet in order to supply such service, the Customer shall be required to make the following payments:

- 1. Payment by Customer for Single Phase or Three Phase Line Extension along Public Ways: Where the Company's single phase overhead lines must be extended more than three hundred feet along public ways, the Customer shall pay the Company for a period of five (5) years a monthly surcharge of \$0.04 for each foot of such single phase line extension along public ways in excess of three hundred feet. Where the Customer requests a three phase line extension, the Customer shall pay the Company for a period of five years a monthly surcharge of 2% (24% annually) of the amount of investment required to provide three phase service. In addition, the Customer shall be required to make an advance payment to the Company in the amount of the entire estimated cost of that portion of the overhead line extension to be constructed on private property. For line extensions in excess of 5,280 feet per customer the Company will require reasonable security and an agreement which shall include the preceding provisions.
- 2. <u>Payment by Customer for Extension on Private Property:</u> Where the Company's overhead lines must be extended less than three hundred feet along public ways but more than three hundred feet on private property or on a combination of public ways and private property, the Customer shall be required to pay the Company, in advance, the entire estimated cost of constructing the overhead line extension beyond the first three hundred feet.

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Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

#### N.H.P.U.C. No. 18 - ELECTRICITY LIBERTY UTILITIES

The Company may waive all or any part of the foregoing surcharge and/or required advance payment if, in its opinion, the annual revenue to be derived by the Company from the requested service is sufficient to justify undertaking the construction. In addition, where the Customer requests other than standard service or where extraordinary circumstances exist which indicate that the annual revenue to be derived by the Company from the requested service is insufficient to justify undertaking the construction under the foregoing provisions, the Company may require that the Customer execute a special contract containing such provisions as it deems appropriate before it commences construction of any required overhead line extension.

The Company will begin construction of a line extension upon the latter to occur (1) the completion of the wiring of the Customer's premises, or (2) payment by the Customer of any advance required under the foregoing provisions and execution by the Customer of a contract embodying the foregoing terms and containing such additional detailed provisions as may be appropriate.

Agreements for line extensions signed prior to the effective date hereof shall continue to be governed under the provisions of those existing agreements.

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

Dated: July 03, 2012 Effective: July 03, 2012 Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

### POLICY FOR INSTALLATION OF UNDERGROUND DISTRIBUTION EQUIPMENT FOR RESIDENTIAL DEVELOPMENTS AND MOBILE HOME PARKS

- 1. Upon request from a Developer proposing to construct a Residential Development or Mobile Home Park, as hereinafter defined, where no distribution system exists, the Company will provide, own and maintain, subject to the provisions hereinafter set forth, an underground primary distribution system in public or private ways or rights of way to be installed throughout the entire development.
- 2. For the purposes of this Policy the following terms shall have the following meanings:
  - A. <u>Residential Development</u> A residential subdivision consisting entirely of single family homes, duplexes, apartments, cluster homes, condominiums, or mobile homes, which has been approved for construction in its entirety by the proper authorities of the municipality in which it is located. In the case of developments with subsections, the Company may, at its discretion, use a reasonable subsection as the basis for the determination of payments required under this policy.
  - B. <u>Mobile Home Park</u> A Residential Development in which mobile homes, each of which shall meet the following requirements, shall be located.
    - 1. Each mobile home must be individually metered;
    - Each mobile home must be a minimum of ten feet wide, contain a minimum of 450 square feet of living area and must be the type of mobile home which requires a special permit and vehicle tractor, or "escort car", for the over-the-road transportation;
    - 3. The capacity of the service entrance of each such mobile home must be 100 amperes or greater;
    - 4. Each mobile home must be located on a lot of at least 4,000 square feet in area; and
    - 5. The Mobile Home Park, and each mobile home located or to be located therein, must comply with all applicable provisions of law, and all necessary approvals of state and municipal government authorities must have been ordained.

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C. <u>Developer</u> - Any or all of the following: constructor, contractor, builder, developer, or land developer.

<u>Permanently Set Meter</u> - One which is set for an indefinite length of time (longer than one year) and installed in a meter socket which is a permanent part of a substantially complete dwelling unit intended for continuous use into the foreseeable future, including those meters approved by the Company to be installed on a post adjacent to the street property line.

<u>Planned Services</u> - Services for each single family dwelling unit which could be erected within the development under applicable zoning and subdivision regulations. It will be assumed that one dwelling unit will be erected on each lot shown on the latest development map. Notwithstanding the foregoing, the Company may reasonably conclude that a greater or lesser number of Planned Services is contemplated for the Residential Development.

<u>Public Ways</u> - These portions of Residential Developments shown as streets or roads on the latest map, and which have been conveyed to the public through the usual procedural methods.

<u>Private Ways</u> - A way used by private persons or the public which has not been conveyed to the public through the usual procedural methods.

#### 3. General Conditions

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

Advanced payments and other charges, as set forth in paragraph 4 of this Policy, will be required for all extensions of electric distribution facilities on Public Ways in a Residential Development. Payments will be required before work is started. In the case of a large Residential Development with subsections, the Company may apply this Policy to one or more of such subsections.

The owners of record shall grant the Company, without cost, perpetual rights and easements free and clear of encumbrances of record, the form and content of which shall be acceptable to and approved by a property attorney of the Company, including rights of ingress and egress acceptable to the Company. Said easements and rights shall be obtained prior to the Company starting any construction.

Dated: July 03, 2012 Effective: July 03, 2012 Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

- D. The Developer shall furnish the Company with an approved subdivision plan or plans, including a profile of each street or a topographic plan together with all available grades and land clearing information, street improvement details, the location of water mains, sewer lines, gas lines, property lines, and easements to parties other than the Company. The Developer's plans shall also contain a sequence of lot development, and an estimate of the time required to complete the development.
- E. The Developer shall:
  - 1. Provide trenches and backfilling to the Company's specifications.
  - 2. Install, at its expense, conduits furnished by the Company for installation at any location when deemed necessary by the Company.
  - 3. The Company requires grade stakes at the property line and at transformer and service junction box locations, and the Developer shall place stakes showing final grades and lines, and grade to within two inches below final grade prior to the time at which the Company is requested to make the installation.
  - Coordinate all other construction during the installation period so as to permit unimpeded operation of the cable placing equipment.
  - 5. Discuss with the Company and Municipal authorities a street lighting plan, prepared by or for the Developer, for the Residential Development well in advance of the underground system installation.
  - 6. Furnish to the Company, prior to the installation of the underground system, written proof that the Company's street lighting plan has been approved or disapproved by the Municipal authorities.

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7. Provide the secondary service trenches and conductors running from secondary connection points or transformer locations to residential buildings. Such trenches and conductors shall be maintained by the proper owner of record in accordance with Company specifications and with any local ordinances and/or bylaws applicable thereto. Such conductors may, at the Developer's option, be installed in duct or consist of a Company approved type of direct burial cable. Where the Company's metering devices are located on the outside of structures, the cable shall, in all cases, be enclosed in rigid galvanized conduit mechanically coupled to such devices and firmly attached to the structures supporting the devices. In addition, where direct buried cables are used, the rigid galvanized conduits shall terminate below grade at the level of the cable run in rigid galvanized conduit quarter bends complete with suitable bushings to prevent damage to the cables.

Distribution systems installed in accordance with the above provisions shall be owned and maintained by the Company, except for underground secondary services. Applicable provisions contained in the Company's Terms and Conditions, where not inconsistent herewith, shall apply to all installations made hereunder.

4. Advance Payments and Other Developer Cost Responsibilities:

A. Where the Company provides an underground primary distribution system for the Residential Development, the Developer shall make a non-refundable payment to the Company in an amount equal to the difference in cost to the Company of installing an underground instead of an overhead system for Residential Development.

For the purposes of the foregoing, the advance payment required from a Developer will be calculated as follows: 1. The estimated cost of the installation of an underground distribution system for the Development

less:

2. The calculated cost of construction of an overhead distribution system which would be required to serve the Development, as determined on the basis of 300 feet of overhead distribution system construction per customer.

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However, if the estimated annual revenue to be derived by the Company from the requested service is not sufficient to justify undertaking the construction, the Company shall require, prior to beginning construction, a full payment of the cost of providing underground service.

All payments and charges set forth in this Policy are subject to change from time to time.

- B. Other Developer Cost Responsibilities:
  - 1. The cost of the installation of Temporary Service shall be borne by the Developer pursuant to the provisions of the Company's policy stated in paragraph 8 of the Terms and Conditions.
  - 2. Tree trimming and stump removal costs incurred by the Company in connection with the installation of an underground distribution system shall be paid by the Developer.
  - 3. Whenever, in order to properly supply electricity to a Residential Development, it is necessary to install types of underground facilities other than so called "U.R.D. Direct Burial" or to install additional equipment or attachments due to changes requested by the Developer or local authorities, the Developer shall reimburse the Company for any additional costs incurred as a result thereof.
  - 4. In any case where, in the opinion of the Company, additional costs will be incurred, such as new construction to reach the boundary of the Residential Development, the Company shall have the right to require the Developer to pay the estimated amount of any such additional cost before construction is begun.
  - 5. In the event that the Developer fails to give the Company timely notice of the proposed completion of street surfacing, the Developer shall be responsible for any additional expense incurred by the Company as a result thereof. In the event that street surfacing is completed prior to

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installation of the cable systems, the Developer shall be responsible for any additional expense caused thereby if such completion in any respect interferes with the installation of any facilities covered by this Policy.

- 6. If the Developer wishes to have street lighting service prior to the acceptance of the streets within a Residential Development by the Municipality, the Developer must agree to pay for such service until the Municipality assumes responsibility for such payments. To insure payment prior to the assuming of such responsibility by the Municipality, the Developer must file a bond or other acceptable surety equal to the cost of the proposed street lighting service for five years. The Developer must furnish written proof that the street lighting plan has been approved by the Municipality.
- 5. Applicable provisions contained in the Company's Terms and Conditions, where not inconsistent herewith, shall apply to all installations made hereunder.

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Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

#### POLICY FOR INSTALLATION OF UNDERGROUND DISTRIBUTION EQUIPMENT IN COMMERCIAL AND INDUSTRIAL DEVELOPMENTS

1. Installation of Underground Distribution Equipment:

- 2. Upon request from a Developer proposing to construct a Qualifying Development as hereinafter defined, the Company will provide, own and maintain, subject to the provision hereinafter set forth, an underground primary distribution system in public ways or rights of way to be installed throughout the entire development.
- 3. For purposes of this Policy, the following terms shall have the following meanings:
  - A. <u>Developer</u> Any or all of the following: contractor, constructor, builder, developer or land developer.
  - B. <u>Main Primary System</u> The primary distribution system to be owned and maintained by the Company within a Qualifying Development under this Policy.
  - C. <u>Qualifying Development</u> A commercial or industrial development which meets all of the following conditions:
    - 1. Consists of permanent facilities and facilities accessory thereto.
    - 2. Consists of an area containing more than one building, or a single structure of such area or load density to require, in the Company's opinion, transformer installations at more than one location.
    - 3. Requires the installation of primary distribution facilities.
    - 4. Is built on a land area defined in a real estate development plan.
    - 5. Is approved by the appropriate regulatory bodies of the Municipality in which it is proposed to be located and such other agencies as may have jurisdiction.
    - 6. Is situated on land where no suitable electric distribution exists.

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- D. The Developer shall provide the Company a plan, acceptable to the Company, showing all boundaries, grades, sidewalks, curb locations, water systems, storm and sanitary sewer systems, other underground structures or facilities, the location of all structures thereon and the locations of all areas within structures which are to be individually furnished electric service. The Developer's plans shall also contain a sequence of lot development, and an estimate of the time required to complete the development.
- 4. The division of work between the Company and the Developer, and the charges to the Developer for work done by the Company will be as follows:

A. Division of Work

1. The Developer shall, in accordance with the Company's specifications and schedule, do all excavation and backfilling for the installation of the Company's cables. In addition, the Developer shall:

Install pre-fabricated foundations for single phase pad mounted transformers and service junction boxes supplied by the Company, and furnish and install concrete foundations for three-phase pad mounted transformers, transformer enclosures or vaults, manholes, handholes, and ducts, service conductor connectors, conduits beneath paved surfaces, conduit as required for metering or switching facilities, any required conduit and metering accessories all in accord with the Company's specifications and requirements, and miscellaneous site work as specified by the Company.

Service conductors from transformers to customer service entrance equipment, service connectors required to connect customer services to transformers, as well as any junction boxes or handholes required to accommodate multiple service conductors will be supplied, installed, owned and maintained by the Customer and/or Developer.

The foregoing will include provisions for an underground supply to accommodate future street lighting requirements on ways to be accepted by the Municipality or Public Authority.

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Transformers shall not be located more than ten (10) feet from a road or driveway surface, and suitable protection must be provided for transformers subject to possible vehicular damage. If a transformer is located more than ten feet from a road or driveway surface, then the Developer shall furnish, install, own and maintain all primary cable and primary cable terminations between the Main Primary System and the transformer.

2. The Company shall provide, install, own and maintain all primary cable, primary cable terminations, and transformers in the Main Primary System. In addition, at the Developer's election, the Company may provide, install, own and maintain transformers located within the Qualifying Development but away from the Main Primary System.

The Company will make all final connections to Company-owned equipment.

B. <u>Charges to the Developer</u> - The Company will begin its construction on a timely basis after payment by the Developer of a non-refundable payment to the Company in an amount equal to the Company's estimated cost differential between an overhead distribution system and an underground distribution system to provide comparable service reliability. The Company's estimate will exclude items to be provided by the Developer.

For the purposes of the foregoing, the advance payment required from a Developer will be calculated as follows:

The estimated cost for the installation of an underground distribution system for the Development less the calculated cost of construction of an overhead distribution system which would be required to serve the Development, as determined on the basis of 300 feet of overhead distribution system construction per building served.

However, if the estimated annual revenue to be derived by the Company from the requested service is not sufficient to justify undertaking the construction, the Company shall require, prior to beginning construction, a full payment of the cost of providing underground service.

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For the purposes of this Policy, the provisions of Paragraph 17 of the Company's Terms and Conditions shall not in any respect be deemed inconsistent with the Paragraph 4(B).

- 5. The Developer will furnish, without charge to the Company, electric distribution rights of way acceptable to the Company and form and substance satisfactory to the Company's property attorney for all electric distribution facilities located in private ways or on private property. No construction will be started by the Company until the Developer secures such easements for, and at no cost to, the Company. The Company will prepare the easement form for the Developer.
- 6. Under conditions mutually acceptable to the other utilities involved and in conformance with any applicable code and utility specification, electric wires and cables, and other utility facilities may be installed in the same trench.
- 7. If the Developer wishes to have street lighting service along public streets prior to the acceptance of the streets within a commercial or industrial development by the Municipality, the Developer must agree to pay for such service until the Municipality assumes responsibility for such payments. To insure payment prior to the assuming of such responsibility by the Municipality, the Developer must file a bond or other acceptable surety equal to the cost of the proposed street lighting service for five years. The Developer must furnish written proof that the street lighting plan has been approved by the Municipality.
- 8. Applicable provisions contained in the Company's Terms and Conditions, where not inconsistent herewith, shall apply to all installations made hereunder.

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#### N.H.P.U.C. No. 18 - ELECTRICITY LIBERTY UTILITIES

## INSTALLATION OF UNDERGROUND DISTRIBUTION EQUIPMENT OTHER THAN THAT COVERED BY RESIDENTIAL, COMMERCIAL, INDUSTRIAL DEVELOPMENT POLICIES

- 1. The Company will install underground electric distribution facilities at its expense, whenever in the Company's opinion it is economically reasonable and practical to do so.
- 2. In those cases where in accordance with Municipal Policy the Company causes its electric utility facilities to be constructed underground, and such construction, in the Company's opinion, results in costs substantially greater than overhead construction, a surcharge ("the underground surcharge") will be billed to the customers in such municipality, to provide additional annual revenues in an amount equal to the annual charges on the additional investment required for the underground facilities. However, the Company will not be required to install such underground facilities, whether new construction or replacement of existing overhead facilities:
  - A. In an amount of investment in any one year exceeding 10 percent of the previous year's gross revenues from customers within such municipality; or
  - B. Beyond its ability to obtain the materials, financing and staffing for the installation of such facilities without adversely affecting its operations in other municipalities within its service area; or
  - C. Contrary to any regulations, restrictions, limitations or order by the regulatory authorities having jurisdiction over the Company.
- 3. The underground surcharge applicable to each Municipality whose policy calls for electric utility facilities to be constructed underground will be filed annually with the New Hampshire Public Utilities Commission, on or before March 31 of each year, to be effective from April 1 of such year through March 31 of the following year. Such surcharge will be based upon data of the calendar year prior to the year of filing. The underground surcharge will be calculated by:
  - A. Multiplying the aggregate dollar amount of the additional investment in underground facilities within such municipality (calculated in accordance with Paragraph 4) by the percentage rate of the Company's annual charges on investments in electric facilities; and
  - B. Dividing the product thereof by the total revenue from sales of electric energy in such Municipality under filed rates containing an energy price schedule during said prior calendar year, excluding any surcharges for underground facilities which were a part of such prior year's revenues.

Dated:July 03, 2012Effective:July 03, 2012

Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

## N.H.P.U.C. No. 18 - ELECTRICITY LIBERTY UTILITIES

- 4. The additional investment upon which the underground surcharge will be based in each Municipality will be determined as follows:
  - A. The investment in underground facilities made by the Company in new residential developments which qualify under the Company's filed Underground Residential Development Policy will not constitute a part of the additional investment for the purpose of calculating the underground surcharge.
  - B. For new underground construction other than that covered by Paragraph (A) above, the additional investment will be the cost of the underground installation less the Company's estimate of an equivalent overhead installation.
  - C. For replacement of existing overhead facilities by underground facilities, the additional investment in underground facilities will be the cost of the underground installation plus the cost of removal less salvage value of existing overhead facilities, less the Company's net investment in such existing overhead facilities.
- 5. In addition to the regular monthly bill for service, each customer will be billed, for each billing month, an underground surcharge amount equal to one-twelfth of the surcharge calculated pursuant to the provisions of Paragraph 3 above, times his bill for electric energy.
- 6. As stated in the Company's Terms and Conditions, underground construction beyond a point two feet inside the property line will be at the Customer's expense and will be owned and maintained by the customer. Replacement of existing overhead construction is conditioned on adequate assurance that existing Customers will provide the required underground service connection along the full distance being replaced.

Dated: July 03, 2012 Effective: July 03, 2012 Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

#### **COMMERCIAL AND INDUSTRIAL CUSTOMER CONSTRUCTION ADVANCE POLICY**

Pursuant to Paragraph 17 of its Terms and Conditions, it shall be Granite State Electric Company's policy to require advance payments from commercial and industrial customers for construction expenditures as follows:

Prior to undertaking construction of overhead facilities necessary to properly supply electricity to a Commercial or Industrial Customer, the Company shall determine, in accordance with the following Formula (the "Formula") whether the estimated annual revenue to be derived by the Company from the requested service is sufficient to justify undertaking the construction, and, if not, the Company shall require, prior to beginning construction, a full payment by the Customer of a construction advance in the amount determined by the Formula. For purposes of the foregoing, the Formula used shall be as follows:

Cash Advance (A) = C - [(R - W)] / c]

where:

- C = the estimated total cost of construction (excluding costs which, in the Company's opinion, are required to be incurred for system improvement)
- R = the estimated annual revenue less cost of fuel
- W = the estimated annual wholesale cost of power less cost of fuel determined by multiplying the estimated average cost per kWh of wholesale power by the estimated number of kWhs to be sold to the Customer
- c = the annual carrying charges measured at the time of construction expressed as a decimal

Each estimate and determination required above shall be determined by the Company which shall exercise good faith in making such determinations.

Where the calculation of (A) results in a positive number, a cash advance in the amount of (A) shall be required from the Customer. Where the calculation of (A) results in a negative number, no cash advance will be required.

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Whenever a cash advance is required from a Customer, the Company shall, in each of the four succeeding years on either the anniversary of the commencement of delivery of electricity or on a date determined by the Company, determine whether a refund of the construction advance is warranted by applying the Formula, as modified by using actual data for "R" and "W", and, if the actual cost of construction was less than the estimated cost, the actual construction cost for "C". If a 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 the entire construction advance without interest.

Dated: July 03, 2012 Effective: July 03, 2012 Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

# PROVISIONS FOR BILLING CHARGES ASSOCIATED WITH METER DIVERSIONS AND DAMAGE TO COMPANY EQUIPMENT IN CONNECTION THEREWITH

- 6.1. Under paragraph 12 of the Company's Terms and Conditions it is provided that 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.
- 7.2. 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.

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

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Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

## **ELECTRICITY CONSUMPTION TAX**

All customers shall be charged the Electricity Consumption Tax under RSA Ch. 83-E. The Electricity Consumption Tax shall appear separately on all customer bills.

Dated:Dated:March 29, 2013Effective:Effective:April 29, 2013July 03, 2012

Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

 $(\mathbf{C})$ 

## DOMESTIC SERVICE 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

\$<u>11.00</u> 4.36 per month

**Distribution Energy Charges** 

Regular Use

<u>3.458</u><u>1.649</u> cents per kilowatt-hour for the first 250 kilowatt-hours <u>5.193</u><u>4.294</u> cents per kilowatt-hour for the excess of 250 kilowatt-hours

For customers who received service under the off-peak provisions of the Domestic Service Rate D prior to April 1, 1991, the following rates shall apply:

#### 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:

<u>3.311</u><u>1.577</u> cents per kilowatt-hour 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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#### 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:

<u>3.546</u><u>1.649</u> cents per kilowatt-hour 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.

#### 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:

- <u>5.322</u> 2.564 cents per kilowatt-hour for 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

# APPROVED TYPES OF WATER HEATERS FOR USE UNDER PROVISIONS OF OFF-PEAK USE CLAUSE OF DOMESTIC RATE D

The specifications for an approved type of water heater for all domestic applications are as follows:

1. It shall be of standard manufacture and have a capacity and corresponding heating elements as specified below:

Approx. Tank Size (gallons)	Rating Top Unit (watts)	Rating Bottom Unit (watts)
80*	4500	3000
100 to 120	4500	4500
150	5000	5000

\*Water heaters of less than 80 gallons with top and bottom heating elements of not more than 4500 watts each may be installed at the Company's option, with the permission of the Regional Executive.

2. It shall be equipped with a top and bottom heating element, each controlled by a separate thermostatic switch. The thermostatic switch for the top element shall be of a double-throw type so connected as to

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permit operation of only one heating element at a time. The thermostat for the bottom element shall be of single-pole, single-throw type. The top and bottom units shall be designed for nominal 240-volt operation.

- 3. It shall have a pressure rating of not less than 250 pounds-per-square-inch test.
- 4. It shall be equipped as purchased with an approved fuel cut-off type temperature limit switch having its temperature sensitive element in contact with tank surface within 12 inches of top and so connected as to completely disconnect the heating elements from the power supply.
- 5. The thermostats for the top and the bottom heating units shall have a range of temperature settings extending from 120 degrees to 170 degrees Fahrenheit with the bottom element setting maintaining approximately a 10-degree differential above the setting of the top element.
- 6. The water heater and the installation thereof shall conform to the National Electric Code, to any State or local requirements, and to those of the Company.

The Customer shall provide a separate circuit for the water heater, of ample capacity and designed for 240-volt operation, to which no equipment other than the water heater shall be connected. Specific water heating connection diagrams for each type of service and rate application are available from the Company.

#### INTERRUPTIBLE CREDITS

The Company will provide, own and maintain a suitable switch designed to control the operation of selected appliances so that the appliance may operate only during the hours chosen by the Company.

If the Customer has installed an electric water heater of a type approved by the Company, and permits the Company to control the operation of the water heater for the specified number of hours per day and during emergency situations, the Customer will receive the following credit each month:

	Control hours per day	Credit
IC-1	6	\$ <u>7.64</u> 4.85
IC-2	16	\$ <u>10.22</u> 6.49

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## TRANSMISSION SERVICE COST ADJUSTMENT

Transmission service is available to all retail Customers taking service under this rate. For those Customers, the Transmission Energy Charge shall be calculated in accordance with the Company's Transmission Service Cost Adjustment Provision as provided on Page 79Page 82 of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 84 of on Page 68 of this Tariff.

#### STRANDED COST ADJUSTMENT

All energy billed under this rate is subject to a Stranded Cost Energy Charge which shall be adjusted from time to time in accordance with the Company's Stranded Cost Adjustment Provision as provided on Page <u>80-83</u> of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided <u>on Page 84 of on Page 68 of</u> this Tariff.

## **DEFAULTENERGY** SERVICE

Any Customer who is not purchasing generation service from another entity will receive and pay the Company for Default Energy Service. Notice must be provided by the competitive supplier or the Customer in cases of Customer self-supply. Default-Energy Service prices shall be subject to adjustment in accordance with the Company's DefaultEnergy Service Adjustment Provision as provided on Page 87-86 of this Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 84 of <u>on Page 68 of</u> this Tariff.

**DefaultEnergy** Service may be terminated by a Customer concurrent with the Customer's next scheduled meter read date provided that notice of initiation of generation service from another entity is received by the Company two (2) or more business days before the next scheduled meter read date. Notice must be provided by the competitive supplier or the Customer in cases of Customer self-supply. If the notice of initiation of generation service from another entity is received by the Company fewer than two (2) business days before the next scheduled meter read date, **DefaultEnergy** Service shall continue until the Customer's subsequent meter read date.

## 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 in accordance with the settlement agreement approved by the Commission in Docket No. DG 06-107.

# RELIABILITY ENHANCEMENT PROGRAM CAPITAL INVESTMANT 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 approved by the Commission in Docket No. DG 06-107.

# STORM RECOVERY ADJUSTMENT

All energy billed under this rate is subject to a Storm Recovery Adjustment Factor which shall be adjusted from time to time in accordance with the Company's Storm Recovery Adjustment Provision as provided on Page <u>114-94</u> of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page <u>84 of on Page 68 of</u> this Tariff.

Dated:Dated:March 29, 2013Effective:Effective:April 29, 2013July 03, 2012

Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

## ELECTRIC ASSISTANCE PROGRAM

Eligible customers taking service under this rate will receive a discount as provided on Page <u>86-85</u> of this Tariff of which this rate is a part. Eligibility shall be determined in accordance with the Electric Assistance Program Provision on Page <u>86-85</u> of this Tariff. A summary of energy charges in effect, with all adjustments, is provided <u>on Page 84 of on Page 68 of</u> this Tariff.

## SYSTEM BENEFITS CHARGE ADJUSTMENT PROVISION

Customers taking service under this rate will be charged a System Benefits Charge as provided on Page 77-81 of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 84 of on Page 68 of this Tariff.

#### MINIMUM CHARGE

 $\frac{11.004.36}{11.004.36}$  per month Customer Charge.

#### **BIMONTHLY BILLING**

The Company reserves the right to read meters and render bills on a bimonthly basis. When bills are rendered bimonthly, the Customer Charge, the kilowatt-hours stated in each block and the Minimum Charge shall be multiplied by two.

#### TERMS OF PAYMENT

The above rate is net, billed monthly or bimonthly and payable upon presentation of the bill.

#### TERMS AND CONDITIONS

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

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Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

## PAGE 39A CANCELED, NO LONGER IN EFFECT

 Dated:
 July 03, 2012

 Effective:
 July 03, 2012

 Issued by:
 /s/ Victor D. Del Vecchio

 Victor D. Del Vecchio
 Victor D. Del Vecchio

 Title:
 President

# DOMESTIC SERVICE RATE D-10 OPTIONAL PEAK LOAD PRICING RATE

#### 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 to selected customers presently served under Rate D.

If electricity is delivered through more than one meter, the charge for electricity delivered through each meter shall be computed separately under this rate. 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.

#### 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

\$<u>11.00</u>7.49 month

#### **Distribution Energy Charges**

On-Peak <u>10.398</u> 4.766 cents per kilowatt-hour Off-Peak <u>0.083</u> 0.011 cents per kilowatt-hour

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.

The holidays will be: New Year's Day, President's Day, Memorial Day, Independence Day, Columbus Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. All holidays will be the nationally observed day.

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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

- 1) Electricity delivered to the water heater must be separately controlled.
- 2) The Company shall install, own and maintain the control relay.
- 3) The <u>bottom</u> water heating element will operate only during Off-Peak hours.
- 4) 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.
- 5) 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.

#### TRANSMISSION SERVICE COST ADJUSTMENT

Transmission service is available to all retail Customers taking service under this rate. For those Customers, the Transmission Energy Charge shall be calculated in accordance with the Company's Transmission Service Cost Adjustment Provision as provided on Page 79Page 82 of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 84 of on Page 68 of this Tariff.

## STRANDED COST ADJUSTMENT

All energy billed under this rate is subject to a Stranded Cost Energy Charge which shall be adjusted from time to time in accordance with the Company's Stranded Cost Adjustment Provision as provided on Page <u>80-83</u> of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided <u>on Page 84 of on Page 68 of</u> this Tariff.

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#### DEFAULTENERGY SERVICE

Any Customer who is not purchasing generation service from another entity will receive and pay the Company for <u>DefaultEnergy</u> Service. Notice must be provided by the competitive supplier or the Customer in cases of Customer self-supply. <u>DefaultEnergy</u> Service prices shall be subject to adjustment in accordance with the Company's <u>DefaultEnergy</u> Service Adjustment Provision as provided on Page 8<u>6</u>7 of this Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided <u>on Page 84 of on Page 68 of</u> this Tariff.

DefaultEnergy Service may be terminated by a Customer concurrent with the Customer's next scheduled meter read date provided that notice of initiation of generation service from another entity is received by the Company two (2) or more business days before the next scheduled meter read date. Notice must be provided by the competitive supplier or the Customer in cases of Customer self-supply. If the notice of initiation of generation service from another entity is received by the Company fewer than two (2) business days before the next scheduled meter read date, DefaultEnergy Service shall continue until the Customer's subsequent meter read date.

#### 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 in accordance with the settlement agreement approved by the Commission in Docket No. DG 06-107.

#### RELIABILITY ENHANCEMENT PROGRAM CAPITAL INVESTMANT 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 approved by the Commission in Docket No. DG 06-107.

#### STORM RECOVERY ADJUSTMENT

All energy billed under this rate is subject to a Storm Recovery Adjustment Factor which shall be adjusted from time to time in accordance with the Company's Storm Recovery Adjustment Provision as provided on Page <u>114-94</u> of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page <u>84 of on Page 68 of</u> this Tariff.

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## ELECTRIC ASSISTANCE PROGRAM

Eligible customers taking service under this rate will receive a discount as provided on Page <u>86-85</u> of this Tariff of which this rate is a part. Eligibility shall be determined in accordance with the Electric Assistance Program Provision on Page <u>86-85</u> of this Tariff. A summary of energy charges in effect, with all adjustments, is provided <u>on Page 84 of on Page 68 of</u> this Tariff.

## SYSTEM BENEFITS CHARGE ADJUSTMENT PROVISION

Customers taking service under this rate will be charged a System Benefits Charge as provided on Page  $\underline{8177}$  of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 84 of on Page 68 of this Tariff.

#### MINIMUM CHARGE

\$<u>11.00</u>7.49 per month Customer Charge

#### TERMS OF PAYMENT

The above rate is net, billed monthly or bimonthly and payable upon presentation of the bill.

## 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.

#### TERMS AND CONDITIONS

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

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# N.H.P.U.C. No. <u>1819</u> - ELECTRICITY LIBERTY UTILITIES

## **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. 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.

Rates for Retail Delivery Service

Customer Charge

\$<u>300.00</u> <del>93.37</del> per month.

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#### Distribution Demand Charge

\$7.12 4.07 per kW of Peak Hours Demand per Month

#### **Distribution Energy Charges**

Peak Hours Use	0.978 0.152 cents per Kilowatt-hour
Off-Peak Hours Use	0.091 0.019 cents per Kilowatt-hour

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.

The holidays will be: New Year's Day, President's Day, Memorial Day, Independence Day, Columbus Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. All holidays will be the nationally observed day.

## TRANSMISSION SERVICE COST ADJUSTMENT

Transmission service is available to all retail Customers taking service under this rate. For those Customers, the Transmission Energy Charge shall be calculated in accordance with the Company's Transmission Service Cost Adjustment Provision as provided on Page 79Page 82 of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 84 of on Page 68 of this Tariff.

## STRANDED COST ADJUSTMENT

All energy billed under this rate is subject to a Stranded Cost Energy Charge which rate shall be adjusted from time to time in accordance with the Company's Stranded Cost Adjustment Provision as provided on Page <u>80-83</u> of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided <u>on Page 84 of on Page 68 of</u> this Tariff.

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#### **DEFAULTENERGY** SERVICE

Any Customer who is not purchasing generation service from another entity will receive and pay the Company for <u>DefaultEnergy</u> Service. Notice must be provided by the competitive supplier or the Customer in cases of Customer self-supply. <u>DefaultEnergy</u> Service prices shall be subject to adjustment in accordance with the Company's <u>DefaultEnergy</u> Service Adjustment Provision as provided on Page 8<u>6</u>7 of this Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided <u>on Page 84 of on Page 68 of</u> this Tariff.

DefaultEnergy Service may be terminated by a Customer concurrent with the Customer's next scheduled meter read date provided that notice of initiation of generation service from another entity is received by the Company two (2) or more business days before the next scheduled meter read date. Notice must be provided by the competitive supplier or the Customer in cases of Customer self-supply. If the notice of initiation of generation service from another entity is received by the Company fewer than two (2) business days before the next scheduled meter read date, DefaultEnergy Service shall continue until the Customer's subsequent meter read date.

# 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 in accordance with the settlement agreement approved by the Commission in Docket No. DG 06-107.

#### RELIABILITY ENHANCEMENT PROGRAM CAPITAL INVESTMANT 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 approved by the Commission in Docket No. DG 06-107.

#### STORM RECOVERY ADJUSTMENT

All energy billed under this rate is subject to a Storm Recovery Adjustment Factor which shall be adjusted from time to time in accordance with the Company's Storm Recovery Adjustment Provision as provided on Page <u>94114</u> of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page <u>84 of on Page 68 of</u> this Tariff.

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## SYSTEM BENEFITS CHARGE ADJUSTMENT PROVISION

Customers taking service under this rate will be charged a System Benefits Charge as provided on Page 77-81 of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 84 of on Page 68 of this Tariff.

## MINIMUM CHARGE

The Customer Charge is the Minimum Charge.

#### 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.

## 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.

### INCREASED NIGHT USE

If a Customer has entered into a five-year agreement for electric service guaranteeing that the Demand shall be not less than 50 kilowatts and guaranteeing to pay for not less than 200 kilowatt-hours per kilowatt of

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demand each month, then any fifteen-minute peaks occurring during the periods from 10:00 p.m. to 7:00 a.m. daily and from 7:00 a.m. to 10:00 p.m. on Sundays and legal holidays in New Hampshire shall be reduced by one-half for the purpose of ascertaining the Demand as defined above. On one weeks' notice to the Customer, the Company may change the hours specified above provided that the aggregate weekly number of hours not be decreased.

For a Customer using the Increased Night Use provision and taking auxiliary service, the minimum Demand under Auxiliary Service provisions shall be 40% of the kilovolt-ampere rating of the transformers through which service is furnished, whether such transformers be supplied by the Company or the Customer, or, if service be not furnished through separate transformers, 40% of the kilovolt-ampere rating of the standard size of transformers which would be required for such service. In no case shall the monthly Demand be less than 50 kilowatts.

## 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.

#### 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 <u>39</u> <del>25</del> cents per kilowatt of billing demand for such month shall be allowed against the amount determined under the preceding provisions.

Dated:Dated:March 29, 2013Effective:Effective:April 29, 2013July 03, 2012

Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

## TERMS OF PAYMENT

The above rate is net, billed monthly and payable upon presentation of the bill.

#### TERMS OF AGREEMENT

A Customer served under this rate must provide the Company with one-year prior written notice before installing additional onsite, 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.

#### TERMS AND CONDITIONS

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

Dated:Dated:March 29, 2013Effective:Effective:April 29, 2013July 03, 2012

Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

# N.H.P.U.C. No. <u>1819</u> - ELECTRICITY LIBERTY UTILITIES

# **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. 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 18 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

\$<u>50.00</u>24.98 per month.

# **Distribution Demand Charge**

\$ 7.18 4.49 per kilowatt of Demand per Month

#### **Distribution Energy Charge**

0.276 0.049 cents per kilowatt-hour

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## TRANSMISSION SERVICE COST ADJUSTMENT

Transmission service is available to all retail Customers taking service under this rate. For those Customers, the Transmission Energy Charge shall be calculated in accordance with the Company's Transmission Service Cost Adjustment Provision as provided on Page 79Page 82 of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 84 of on Page 68 of this Tariff.

#### STRANDED COST ADJUSTMENT

All energy billed under this rate is subject to a Stranded Cost Energy Charge which shall be adjusted from time to time in accordance with the Company's Stranded Cost Adjustment Provision as provided on Page <u>80-83</u> of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided <u>on Page 84 of on Page 68 of</u> this Tariff.

Dated:Dated:March 29, 2013Effective:Effective:April 29, 2013July 03, 2012

Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

## DEFAULTENERGY SERVICE

Any Customer who is not purchasing generation service from another entity will receive and pay the Company for <u>DefaultEnergy</u> Service. Notice must be provided by the competitive supplier or the Customer in cases of Customer self-supply. <u>DefaultEnergy</u> Service prices shall be subject to adjustment in accordance with the Company's <u>DefaultEnergy</u> Service Adjustment Provision as provided on Page 8<u>6</u>7 of this Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided <u>on Page 84 of on Page 68 of</u> this Tariff.

DefaultEnergy Service may be terminated by a Customer concurrent with the Customer's next scheduled meter read date provided that notice of initiation of generation service from another entity is received by the Company two (2) or more business days before the next scheduled meter read date. Notice must be provided by the competitive supplier or the Customer in cases of Customer self-supply. If the notice of initiation of generation service from another entity is received by the Company fewer than two (2) business days before the next scheduled meter read date, DefaultEnergy Service shall continue until the Customer's subsequent meter read date.

# 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 in accordance with the settlement agreement approved by the Commission in Docket No. DG 06-107.

## RELIABILITY ENHANCEMENT PROGRAM CAPITAL INVESTMANT 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 approved by the Commission in Docket No. DG 06-107.

#### STORM RECOVERY ADJUSTMENT

All energy billed under this rate is subject to a Storm Recovery Adjustment Factor which shall be adjusted from time to time in accordance with the Company's Storm Recovery Adjustment Provision as provided on Page <u>94114</u> of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided <u>on Page 84 of on Page 68 of</u> this Tariff.

#### SYSTEM BENEFITS CHARGE ADJUSTMENT PROVISION

Customers taking service under this rate will be charged a System Benefits Charge as provided on Page 77-81 of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 84 of on Page 68 of this Tariff.

#### MINIMUM CHARGE

The Customer Charge is the Minimum Charge.

Dated:Dated:March 29, 2013Effective:Effective:April 29, 2013July 03, 2012

Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

## DEMAND

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

- A. The greatest fifteen-minute peak during the peak hours which occurs during such month as measured in kilowatts,
- B. 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
- C. 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.

## INCREASED NIGHT USE

If a Customer has entered into a five-year agreement for electric service guaranteeing that the Demand shall be not less than 50 kilowatts and guaranteeing to pay for not less than 200 kilowatt-hours per kilowatt of Demand each month, then any fifteen-minute peaks occurring during the periods from 10:00 p.m. to 7:00 a.m. daily and from 7:00 a.m. to 10:00 p.m. on Sundays and legal holidays in New Hampshire shall be reduced by one-half for the purpose of ascertaining the Demand as defined above. On one weeks' notice to the Customer the Company may change the hours specified above provided that the aggregate weekly number of hours not be decreased.

For a Customer using the Increased Night Use provision and taking auxiliary service, the minimum Demand under Auxiliary Service provisions shall be 40% of the kilovolt-ampere rating of the transformers through which service is furnished, whether such transformers be supplied by the Company or the Customer, or, if service be not furnished through separate transformers, 40% of the kilovolt-ampere rating of the standard size of transformers which would be required for such service. In no case shall the monthly Demand be less than 50 kilowatts.

#### 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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# 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 <u>39</u> <del>25</del> cents per kilowatt of the peak hours billing demand for such month shall be allowed against the amount determined under the preceding provisions.

#### TERMS OF PAYMENT

The above rate is net, billed monthly and payable upon presentation of the bill.

# TERMS OF AGREEMENT

A Customer served under this rate must provide the Company with one-year prior written notice before installing additional onsite, 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.

#### TERMS AND CONDITIONS

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

Dated:Dated:March 29, 2013July 03, 2012Effective:Effective:April 29, 2013July 03, 2012

Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

# **GENERAL SERVICE RATE G-3**

## AVAILABILITY

Retail Delivery Service under this rate is available for all purposes except for resale. 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

\$<u>11.00</u> <del>5.52</del> per month.

**Distribution Energy Charge** 

4.031 3.090 cents per kilowatt-hour.

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# TRANSMISSION SERVICE COST ADJUSTMENT

Transmission service is available to all retail Customers taking service under this rate. For those Customers, the Transmission Energy Charge shall be calculated in accordance with the Company's Transmission Service Cost Adjustment Provision as provided on Page 79Page 82 of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 84 of on Page 68 of this Tariff.

#### STRANDED COST ADJUSTMENT

All energy billed under this rate is subject to a Stranded Cost Energy Charge which shall be adjusted from time to time in accordance with the Company's Stranded Cost Adjustment Provision as provided on Page <u>80-83</u> of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided <u>on Page 84 of on Page 68 of</u> this Tariff.

# **DEFAULTENERGY** SERVICE

Any Customer who is not purchasing generation service from another entity will receive and pay the Company for <u>DefaultEnergy</u> Service. Notice must be provided by the competitive supplier or the Customer in cases of Customer self-supply. <u>DefaultEnergy</u> Service prices shall be subject to adjustment in accordance with the Company's <u>DefaultEnergy</u> Service Adjustment Provision as provided on Page 8<u>6</u>7 of this Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided <u>on Page 84 of on Page 68 of</u> this Tariff.

**DefaultEnergy** Service may be terminated by a Customer concurrent with the Customer's next scheduled meter read date provided that notice of initiation of generation service from another entity is received by the Company two (2) or more business days before the next scheduled meter read date. Notice must be provided by the competitive supplier or the Customer in cases of Customer self-supply. If the notice of initiation of generation service from another entity is received by the Company fewer than two (2) business days before the next scheduled meter read date, **DefaultEnergy** Service shall continue until the Customer's subsequent meter read date.

# 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 in accordance with the settlement agreement approved by the Commission in Docket No. DG 06-107.

# RELIABILITY ENHANCEMENT PROGRAM CAPITAL INVESTMANT 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 approved by the Commission in Docket No. DG 06-107.

# STORM RECOVERY ADJUSTMENT

All energy billed under this rate is subject to a Storm Recovery Adjustment Factor which shall be adjusted from time to time in accordance with the Company's Storm Recovery Adjustment Provision as provided on Page <u>94114</u> of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided <u>on Page 84 of on Page 68 of</u> this Tariff.

Dated:Dated:March 29, 2013Effective:Effective:April 29, 2013July 03, 2012

Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

#### SYSTEM BENEFITS CHARGE ADJUSTMENT PROVISION

Customers taking service under this rate will be charged a System Benefits Charge as provided on Page 77-81 of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 84 of on Page 68 of this Tariff.

#### MINIMUM CHARGE

#### \$<u>11.00</u> 5.52 per Month Customer Charge

However, if the KVA transformer capacity needed to serve a customer exceeds 25 KVA, the minimum charge will be increased by \$2.53 1.61 for each KVA in excess of 25 KVA.

# **BIMONTHLY BILLING**

The Company reserves the right to read meters and render bills on a bimonthly basis. When bills are rendered bimonthly, the Customer Charge and the Minimum Charge shall be multiplied by two.

#### TERMS OF PAYMENT

The above rate is net, billed monthly or bimonthly and payable upon presentation of the bill.

#### TERM OF AGREEMENT

A Customer served under this rate must provide the Company with one-year prior written notice before installing additional onsite, 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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Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

## TERMS AND CONDITIONS

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

Dated:Dated:March 29, 2013Effective:Effective:April 29, 2013July 03, 2012

Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio 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.

#### RATE

#### Luminaire Charge

Size of Street Light Lumens	Lamp Wattage	Description	Annual Distribution Price Per Unit
Sodium Vapor			
4,000	50	LUM HPS RWY 50W	<u>\$80.66                                   </u>
9,600	100	LUM HPS RWY 100W	<u>\$97.78 <del>\$ 61.62</del></u>
27,500	250	LUM HPS RWY 250W	<u>\$171.69</u> <del>\$108.20</del>
50,000	400	LUM HPS RWY 400W	<u>\$223.73</u> <del>\$140.99</del>
9,600 (Post Top)	100	LUM HPS POST 100W	<u>\$112.62</u>
27,500 (Flood)	250	LUM HPS FLD 250W	<u>\$173.23</u> <del>\$109.17</del>
50,000 (Flood)	400	LUM HPS FLD 400W	<u>\$239.14</u> <del>\$150.70</del>
Incandescent	•		
1,000	103	LUM INC RWY 103W	<u>\$107.67 <del>\$ 67.85</del></u>

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Size of Street Light Lumens	Lamp Wattage	Description	Annual Distribution Price Per Unit
Mercury Vapor			
4,000	50	LUM MV RWY 100W	\$ <u>77.93</u> <del>49.11</del>
8,000	100	LUM MV RWY 175W	\$ <u>94.75 <del>59.71</del></u>
22,000	250	LUM MV RWY 400W	\$ <u>179.22</u> <del>112.94</del>
63,000	400	LUM MV RWY 1000W	\$ <u>340.03</u> 214.28
22,000 (Flood)	250	LUM MV FLD 400W	\$ <u>198.19</u> 124.90
63,000 (Flood)	400	LUM MV FLD 1000W	\$ <u>342.25</u> <del>215.68</del>

No further installation or relocation of Incandescent and Mercury Vapor lights will be made after the effective date of this rate, unless specific permission is received from the Commission's Chief Engineer.

# POLE AND ACCESSORY CHARGE

An additional annual 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.

	Description	Annual Price Per Unit
Overhead Service		
Wood Poles	POLE – WOOD	\$ <u>95.04</u> <del>59.89</del>
Underground Service		
Non-Metallic Standard		
Fiberglass – Direct Embedded	POLE FIBER PT < 25FT	\$ <u>98.42</u> <del>62.02</del>
Fiberglass with Foundation < 25 ft.	POLE FIBER RWY < 25FT	\$ <u>166.92</u> <u>105.19</u>
Fiberglass with Foundation $\geq 25$ ft.	POLE FIBER RWY => 25	\$ <u>278.87</u> <u>175.74</u>
Non-Metallic Standard		
Metal Poles Poles – Direct Embedded	POLE METAL EMBEDDED	\$ <u>199.04</u> <u>125.43</u>
Metal Poles Poles with Foundation	POLE METAL	\$ <u>239.83</u> <u>151.14</u>

#### 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 b	y: <u>/s/ Victor D. Del Vecchio</u>
	Victor D. Del Vecchio
Title:	President

## TRANSMISSION SERVICE COST ADJUSTMENT

Transmission service is available to all retail Customers taking service under this rate. For those Customers, the Transmission Energy Charge shall be calculated in accordance with the Company's Transmission Service Cost Adjustment Provision as provided on Page 79Page 82 of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 84 of on Page 68 of this Tariff.

#### STRANDED COST ADJUSTMENT

All energy billed under this rate is subject to a Stranded Cost Energy Charge which shall be adjusted from time to time in accordance with the Company's Stranded Cost Adjustment Provision as provided on Page <u>80-83</u> of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided <u>on Page 84 of on Page 68 of</u> this Tariff.

# **DEFAULTENERGY** SERVICE

Any Customer who is not purchasing generation service from another entity will receive and pay the Company for <u>DefaultEnergy</u> Service. Notice must be provided by the competitive supplier or the Customer in cases of Customer self-supply. <u>DefaultEnergy</u> Service prices shall be subject to adjustment in accordance with the Company's <u>DefaultEnergy</u> Service Adjustment Provision as provided on Page 8<u>6</u>7 of this Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided <u>on Page 84 of on Page 68 of</u> this Tariff.

# 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 in accordance with the settlement agreement approved by the Commission in Docket No. DG 06-107.

# RELIABILITY ENHANCEMENT PROGRAM CAPITAL INVESTMANT 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 approved by the Commission in Docket No. DG 06-107.

#### STORM RECOVERY ADJUSTMENT

All energy billed under this rate is subject to a Storm Recovery Adjustment Factor which shall be adjusted from time to time in accordance with the Company's Storm Recovery Adjustment Provision as provided on Page <u>94114</u> of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided <u>on Page 84 of on Page 68 of</u> this Tariff.

Dated:Dated:March 29, 2013Effective:Effective:April 29, 2013July 03, 2012

Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

# N.H.P.U.C. No. <u>1819</u> - ELECTRICITY LIBERTY UTILITIES

**Default**<u>Energy</u> Service may be terminated by a Customer concurrent with the Customer's next scheduled meter read date provided that notice of initiation of generation service from another entity is received by the Company two (2) or more business days before the next scheduled meter read date. Notice must be provided by the competitive supplier or the Customer in cases of Customer self-supply. If the notice of initiation of generation service from another entity is received by the Company fewer than two (2) business days before the next scheduled meter read date, <u>DefaultEnergy</u> Service shall continue until the Customer's subsequent meter read date.

# SYSTEM BENEFITS CHARGE ADJUSTMENT PROVISION

Customers taking service under this rate will be charged a System Benefits Charge as provided on Page 77-81 of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 84 of on Page 68 of this Tariff.

# KILOWATT-HOURS PER LUMINAIRE

The energy charges for each luminaire will be determined by multiplying the current energy charges per kilowatt-hour by the average monthly kilowatt-hours shown in the following table:

	Luminaire Description	Full-Night Service kWh per Luminaire		Part-Night Service kWh per Luminaire	
		Monthly	Annual	Monthly	Annual
1,000	Lumen Incandescent	37	444	22	264
4,000	Lumen Mercury Vapor	47	564	28	336
8,000		76	912	45	540
22,000		158	1,896	93	1,116
63,000		381	4,572	223	2,676
22,000	" " (Flood)	158	1,896	93	1,116
63,000	" " (Flood)	381	4,572	223	2,676
4,000	Lumen Sodium Vapor	21	252	12	144
9,600		41	492	24	288
27,500		107	1,284	63	756
50,000		164	1,968	96	1,152
9,600	" "Post Top	41	492	24	288
27,500	" " (Flood)	107	1,284	63	756
50,000	" " (Flood)	162	1,944	95	1,140

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Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

# 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 and every month beginning with the month following the month in which service is rendered.

The monthly bill will be based on the following:

- 1. Luminaire Charges and Pole and Accessory Charges will be based on the annual rates above divided by 365 days to arrive at a daily rate and multiplied by the actual number of days in the billing period as measured from the date of the prior bill to the current bill date.
- 2. Charges per kWh will be based on the annual kWh per luminaire above. The monthly kWh amount shall be determined by allocating the number of annual operating hours for streetlights among the months. The sum of the monthly kWh for each light equals the annual kWh in this tariff. A daily kWh amount is determined from the monthly amount by dividing monthly kWh by the number of days in a month. The daily kWh amount is multiplied by the actual number of days for each calendar month during the billing period as measured from the date of the prior bill to the current bill date and then multiplied by the charge per kWh.

#### HOURS OF OPERATION

- a) 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 4,175 hours each year.
- b) Part-Night Service: All streetlights will be operated every night from approximately one-half hour after sunset then turning off at a time equal to one-half of the previous standard service period and, as necessary, from five and one-half hours later until approximately one-half hour before sunrise, a total of no greater than 2,448 hours each year.

# 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.

## 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.

Dated:Dated:March 29, 2013Effective:Effective:April 29, 2013July 03, 2012

Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

## TERM 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 INCANDESCENT AND MERCURY VAPOR LIGHTS TO SODIUM VAPOR

- 1) Public Street Lights
  - 6.1. 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 sodium vapor light. The conversion will be completed in a period as agreed upon.
  - **7.**<u>2.</u> 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 sodium vapor light 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.
- 2) 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.

#### 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 normal charges for the duration of time the lighting service is disconnected.

#### TERMS AND CONDITIONS

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

Dated:Dated:March 29, 2013Effective:Effective:April 29, 2013July 03, 2012

Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: 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, N.H.P.U.C. 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

- 7.<u>1.</u> An individual residence or individual apartment.
- 8.2. 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.
- 9.3. A church or school, including adjacent buildings owned and operated by such church or school and used principally for religious or education purposes.

#### CONDITIONS

**B.A.** Electricity must be the sole source of energy for space heating and water heating.

C.B. All electrical space heating equipment must be permanently installed. It is recommended that insulation be permanently installed and conform to the Company's standards.

**D.C.** All water heaters installed shall be of a type and size approved by the Company.

**E.D.** 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.

**F.E.** This rate is not available for resale.

#### 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.

Dated:Dated:March 29, 2013Effective:Effective:April 29, 2013July 03, 2012

Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

# 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

\$<u>11.00</u><u>5.64</u> per Month

**Distribution Energy Charge** 

3.997 2.029 cents per kilowatt-hour

# INTERRUPTIBLE CREDITS

The Company will provide, own and maintain a suitable switch designed to control the operation of selected appliances so that the appliance may operate only during the hours chosen by the Company.

If the Customer has installed an electric water heater of a type approved by the Company, and permits the Company to control the operation of the water heater for the specified number of hours per day and during emergency situations, the Customer will receive the following credit each month:

		Control hours per day	Credit
I	C-1	6	\$ <u>7.64 <del>4.85</del></u>
I	C-2	16	\$ <u>10.22</u> 6.49

#### TRANSMISSION SERVICE COST ADJUSTMENT

Transmission service is available to all retail Customers taking service under this rate. For those Customers, the Transmission Energy Charge shall be calculated in accordance with the Company's Transmission Service Cost Adjustment Provision as provided on Page 79Page 82 of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 84 of on Page 68 of this Tariff.

Dated:Dated:March 29, 2013Effective:Effective:April 29, 2013July 03, 2012

Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

# STRANDED COST ADJUSTMENT

All energy billed under this rate is subject to a Stranded Cost Energy Charge which shall be adjusted from time to time in accordance with the Company's Stranded Cost Adjustment Provision as provided on Page <u>80-83</u> of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided <u>on Page 84 of Page 68 of</u> this Tariff.

#### **DEFAULTENERGY** SERVICE

Any Customer who is not purchasing generation service from another entity will receive and pay the Company for <u>DefaultEnergy</u> Service. Notice must be provided by the competitive supplier or the Customer in cases of Customer self-supply. <u>DefaultEnergy</u> Service prices shall be subject to adjustment in accordance with the Company's <u>DefaultEnergy</u> Service Adjustment Provision as provided on Page 8<u>6</u>7 of this Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided <u>on Page 84 of on Page 68 of</u> this Tariff.

DefaultEnergy Service may be terminated by a Customer concurrent with the Customer's next scheduled meter read date provided that notice of initiation of generation service from another entity is received by the Company two (2) or more business days before the next scheduled meter read date. Notice must be provided by the competitive supplier or the Customer in cases of Customer self-supply. If the notice of initiation of generation service from another entity is received by the Company fewer than two (2) business days before the next scheduled meter read date, DefaultEnergy Service shall continue until the Customer's subsequent meter read date.

# 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 in accordance with the settlement agreement approved by the Commission in Docket No. DG 06-107.

#### RELIABILITY ENHANCEMENT PROGRAM CAPITAL INVESTMANT 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 approved by the Commission in Docket No. DG 06-107.

#### STORM RECOVERY ADJUSTMENT

All energy billed under this rate is subject to a Storm Recovery Adjustment Factor which shall be adjusted from time to time in accordance with the Company's Storm Recovery Adjustment Provision as provided on Page <u>94114</u> of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided <u>on Page 84 of on Page 68 of</u> this Tariff.

Dated:Dated:March 29, 2013Effective:Effective:April 29, 2013July 03, 2012

Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

## ELECTRIC ASSISTANCE PROGRAM

Eligible customers taking service under this rate will receive a discount as provided on Page <u>86-85</u> of this Tariff of which this rate is a part. Eligibility shall be determined in accordance with the Electric Assistance Program Provision on Page <u>86-85</u> of this Tariff. A summary of energy charges in effect, with all adjustments, is provided <u>on Page 84 of on Page 68 of</u> this Tariff.

#### SYSTEM BENEFITS CHARGE ADJUSTMENT PROVISION

Customers taking service under this rate will be charged a System Benefits Charge as provided on Page 77-81 of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 84 of on Page 68 of this Tariff.

#### MINIMUM CHARGE

\$<u>11.00</u><u>5.64</u> per Month Customer Charge

#### **BIMONTHLY BILLING**

The Company reserves the right to read meters and render bills on a bimonthly basis. When bills are rendered bimonthly, the Minimum Charge shall be multiplied by two.

#### TERMS OF PAYMENT

The above rate is net, billed monthly or bimonthly and payable upon presentation of the bill. However, customers may elect in writing to pay on a Budget Billing Plan available on application to the Company.

Dated:Dated:March 29, 2013Effective:Effective:April 29, 2013July 03, 2012

Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

# N.H.P.U.C. No. <u>1819</u> - ELECTRICITY LIBERTY UTILITIES

# TERM 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.

#### TERMS AND CONDITIONS

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

Dated:Dated:March 29, 2013Effective:Effective:April 29, 2013July 03, 2012

Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio 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.

Dated:Dated:March 29, 2013Effective:Effective:April 29, 2013July 03, 2012

Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio 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, N.H.P.U.C. 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 to seasonal customers, or 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.

Rates for Retail Delivery Service

Minimum Charge

\$<u>11.00</u> <u>5.89</u> per Month

Distribution Energy Charge

4.114 2.859 cents per kilowatt-hour

Dated:Dated:March 29, 2013July 03, 2012Effective:Effective:April 29, 2013July 03, 2012

Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

# TRANSMISSION SERVICE COST ADJUSTMENT

Transmission service is available to all retail Customers taking service under this rate. For those Customers, the Transmission Energy Charge shall be calculated in accordance with the Company's Transmission Service Cost Adjustment Provision as provided on Page 79Page 82 of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 84 of on Page 68 of this Tariff.

#### STRANDED COST ADJUSTMENT

All energy billed under this rate is subject to a Stranded Cost Energy Charge which shall be adjusted from time to time in accordance with the Company's Stranded Cost Adjustment Provision as provided on Page <u>80-83</u> of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided <u>on Page 84 of on Page 68 of</u> this Tariff.

# **DEFAULTENERGY** SERVICE

Any Customer who is not purchasing generation service from another entity will receive and pay the Company for <u>DefaultEnergy</u> Service. Notice must be provided by the competitive supplier or the Customer in cases of Customer self-supply. <u>DefaultEnergy</u> Service prices shall be subject to adjustment in accordance with the Company's <u>DefaultEnergy</u> Service Adjustment Provision as provided on Page 8<u>6</u>7 of this Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided <u>on Page 84 of on Page 68 of</u> this Tariff.

**DefaultEnergy** Service may be terminated by a Customer concurrent with the Customer's next scheduled meter read date provided that notice of initiation of generation service from another entity is received by the Company two (2) or more business days before the next scheduled meter read date. Notice must be provided by the competitive supplier or the Customer in cases of Customer self-supply. If the notice of initiation of generation service from another entity is received by the Company fewer than two (2) business days before the next scheduled meter read date, **DefaultEnergy** Service shall continue until the Customer's subsequent meter read date.

# 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 in accordance with the settlement agreement approved by the Commission in Docket No. DG 06-107.

# RELIABILITY ENHANCEMENT PROGRAM CAPITAL INVESTMANT 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 approved by the Commission in Docket No. DG 06-107.

# STORM RECOVERY ADJUSTMENT

All energy billed under this rate is subject to a Storm Recovery Adjustment Factor which shall be adjusted from time to time in accordance with the Company's Storm Recovery Adjustment Provision as provided on Page <u>94114</u> of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided <u>on Page 84 of on Page 68 of</u> this Tariff.

Dated:Dated:March 29, 2013Effective:Effective:April 29, 2013July 03, 2012

Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

## SYSTEM BENEFITS CHARGE ADJUSTMENT PROVISION

Customers taking service under this rate will be charged a System Benefits Charge as provided on Page 77-81 of the Tariff of which this rate is a part. A summary of energy charges in effect, with all adjustments, is provided on Page 84 of on Page 68 of this Tariff.

#### MINIMUM CHARGE

\$11.00 5.89 per Month Customer Charge

#### TERMS OF PAYMENT

The above rate is net, billed monthly and payable upon presentation of the bill. However, customers may elect in writing to pay on a Budget Billing Plan available on application to the Company.

#### TERM OF AGREEMENT

A Customer served under this rate must provide the Company with one-year prior written notice before installing additional onsite, 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.

#### TERMS AND CONDITIONS

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

Dated:Dated:March 29, 2013Effective:Effective:April 29, 2013July 03, 2012

Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

#### PAGE 73 CANCELED, NO LONGER IN EFFECT

 Dated:
 July 03, 2012

 Effective:
 July 03, 2012

 Issued by:
 /s/ Victor D. Del Vecchio

 Victor D. Del Vecchio
 Victor D. Del Vecchio

 Title:
 President

Authorized by Docket No. DG 11-040, NHPUC Order No 25,370, Dated 05/30/2012

<u>(D)</u>

CONSERVATION AND LOAD MANAGEMENT ADJUSTMENT PROVISION (ADJUSTMENT PROVISION CANCELED, NO LONGER IN EFFECT)

 Dated:
 July 03, 2012

 Effective:
 July 03, 2012

 Issued by:
 /s/ Victor D. Del Vecchio

 Victor D. Del Vecchio
 Victor D. Del Vecchio

 Title:
 President

CONSERVATION AND LOAD MANAGEMENT ADJUSTMENT PROVISION (ADJUSTMENT PROVISION CANCELED, NO LONGER IN EFFECT)

 Dated:
 July 03, 2012

 Effective:
 July 03, 2012

 Issued by:
 /s/ Victor D. Del Vecchio

 Victor D. Del Vecchio
 Victor D. Del Vecchio

 Title:
 President

Authorized by Docket No. DG 11-040, NHPUC Order No 25,370, Dated 05/30/2012

<u>(D)</u>

# CALCULATION OF RESIDENTIAL & C&I FACTORS (CALCULATION OF FACTORS CANCELED, NO LONGER IN EFFECT)

Dated:July 03, 2012Effective:July 03, 2012

Issued by: <u>/s/ Victor D. Del Vecchio</u> <u>Victor D. Del Vecchio</u> Title: President

# N.H.P.U.C. No. <u>1819</u> - ELECTRICITY LIBERTY UTILITIES

#### SYSTEM BENEFITS CHARGE PROVISION

Each of the Company's distribution rates shall collect a System Benefits Charge as required by New Hampshire law and approved by the Commission. The System Benefits Charge shall recover the 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 0.180¢ per kilowatt-hour in accordance with 2001 N.H. Laws 29:14, 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 0.180¢ 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.

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.

Dated:Dated:March 29, 2013Effective:Effective:April 29, 2013July 03, 2012

Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

DISTRIBUTION SURCHARGE ADJUSTMENT PROVISION (ADJUSTMENT PROVISION CANCELED, NO LONGER IN EFFECT)

 Dated:
 July 03, 2012

 Effective:
 July 03, 2012

 Issued by: /s/ Victor D. Del Vecchio

 Victor D. Del Vecchio

 Title:

 President

# TRANSMISSION SERVICE COST ADJUSTMENT PROVISION

The Transmission Service Cost Adjustment shall collect from customers taking transmission service under Granite State Electric Company's ("Granite State" or "the Company") rates the transmission costs billed to the Company by New England Power Company, any other transmission provider, the New England Power Pool, a regional transmission group, an independent system operator or any other entity that is authorized to bill the Company directly for transmission services. The Transmission Service Cost Adjustment shall be calculated separately for each of the Company's rate classes and shall be a uniform cents per kilowatt-hour factor applicable to all kilowatt-hours delivered by the Company to customers taking transmission service under each of the Company's rates. The factor shall be established annually based on a forecast of transmission costs, and shall include a full reconciliation and adjustment for any over- or under-recoveries occurring under the prior year's adjustment. The Company may file to change the factor adjustments at any time should significant over- or under-recoveries occur.

Any adjustment of the Transmission Service Cost Adjustment factors shall be in accordance with a notice filed with the Public Utilities Commission ("Commission") forth the amount of the increase or decrease, and the new Transmission Service Cost Adjustment amounts for each rate class. The notice shall further specify the effective date of such adjustments, which shall not be earlier than thirty days after the filing of the notice, or such other date as the Commission may authorize.

Dated:Dated:March 29, 2013Effective:Effective:April 29, 2013July 03, 2012

Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

# N.H.P.U.C. No. <u>1819</u> - ELECTRICITY LIBERTY UTILITIES

#### STRANDED COST ADJUSTMENT PROVISION

The Stranded Cost charges which are collected in Granite State Electric Company's ("Company") rates shall collect contract termination charges billed by New England Power Company ("NEP"). The Stranded Cost Adjustment shall change each time that the contract termination charge that NEP bills to the Company changes and the adjustment shall include, for each of the Company's rate classes, a full reconciliation and credit or collection of any over or under recoveries occurring during prior periods attributable to such rate class.

Each adjustment of the prices under the Company's applicable rates shall be in accordance with a notice filed with the Public Utilities Commission ("Commission") setting forth the amount of the increase or decrease and the new Stranded Cost 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.

Dated:Dated:March 29, 2013Effective:Effective:April 29, 2013July 03, 2012

Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

## SAVINGS CREDIT ADJUSTMENT PROVISION (ADJUSTMENT PROVISION CANCELED, NO LONGER IN EFFECT)

Dated: July 03, 2012 Effective: July 03, 2012 Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

#### TRANSITION SERVICE COST ADJUSTMENT PROVISION

The Transition Service Cost Adjustment shall charge customers for Transition Service in accordance with the terms for the extension of Transition Service as approved by the Commission in Docket No. DE 02-007. The Company shall reconcile the revenues billed to customers taking Transition Service against the costs incurred by the Company to provide Transition Service. Any over collection or under collection shall include interest at the interest rate on customer deposits and shall be refunded to or recovered from Transition Service customers. If a balance exists in the Transition Service reconciliation at the end of the Transition Service extension period, the Company shall submit a proposal to the Commission proposing the refund or recovery of that balance from customers. Transition Service Cost Adjustments shall be computed to the nearest thousandth of a cent.

Each adjustment of the prices under the Company's applicable rates shall be in accordance with a notice filed with the Public Utilities Commission ("Commission") setting forth the amount of the increase or decrease and the new Transition Service Cost 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.

Dated: July 03, 2012 Effective: July 03, 2012 Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

TRANSITION SERVICE COST ADJUSTMENT PROVISION (PAGE 82A CANCELED, NO LONGER IN EFFECT)

 Dated:
 July 03, 2012

 Effective:
 July 03, 2012

 Issued by:
 /s/ Victor D. Del Vecchio

 Victor D. Del Vecchio
 Victor D. Del Vecchio

 Title:
 President

# ELECTRIC SERVICE ADJUSTMENT PROVISION (ADJUSTMENT PROVISION CANCELED, NO LONGER IN EFFECT)

Dated: July 03, 2012 Effective: July 03, 2012 

# N.H.P.U.C. No. 1819 - ELECTRICITY LIBERTY UTILITIES

Rate	Blocks	Distribution Charge (1), (2), (3), (4)	Storm Recovery Adjustment Factor	Electricity Consumpti on Tax	Transmission Charge	Systems Benefits Charge	Stranded Cost Charge	Total Retail Delivery Services
	Customer Charge	<u>\$11.00</u>			•			<u>\$11.00</u> \$4.36
	1st 250 kWh	<u>\$0.03458</u> \$0.01649	<u>\$0.0013</u> \$0	\$0.00055	\$0.01856	\$0.00330	\$0.00150	<u>\$0.05979</u> \$0.04263
D	Excess 250 kWh	<u>\$0.05193</u> \$0.04294	<u>\$0.0013</u> \$0	\$0.00055	\$0.01856	\$0.00330	\$0.00150	<u>\$0.07714</u> \$0.06908
	Off Peak kWh	<u>\$0.03311</u> \$0.01577	<u>\$0.0013</u> \$0	\$0.00055	\$0.01856	\$0.00330	\$0.00150	<u>\$0.05832</u> \$0.04191
	Farm kWh	<u>\$0.05322</u> \$0.02564	<u>\$0.0013</u> \$0	\$0.00055	\$0.01856	\$0.00330	\$0.00150	<u>\$0.07843</u> <del>\$0.05178</del>
	D-6 kWh	\$0.03458 <del>\$0.01649</del>	\$0.0013 <del>\$0</del>	\$0.00055	\$0.01856	\$0.00330	\$0.00150	\$0.05979 <del>\$0.04263</del>
	Customer Charge	<u>\$11.00</u> \$7.49						<u>\$11.00</u> \$7.49
D-10	On Peak kWh	<u>\$0.10398</u> \$0.04776	<u>\$0.0013</u> \$0 .00223	\$0.00055	\$0.01672	\$0.00330	\$0.00151	<u>\$0.12736</u> \$0.07207
	Off Peak kWh	<u>\$0.00083</u> <del>\$0.00011</del>	<u>\$0.0013</u> \$0 .00223	\$0.00055	\$0.01672	\$0.00330	\$0.00151	<u>\$0.02421</u> \$0.02442
	Customer Charge	<u>\$300.00 <del>\$93.37</del></u>						<u>\$300.0 <del>\$93.37</del></u>
	Demand Charge	\$7.12 <del>\$4.07</del>						\$7.12 <del>\$4.07</del>
G-1	On Peak kWh	<u>\$0.00978</u> \$0.00152	<u>\$0.0013</u> \$0 .00223	\$0.00055	\$0.01804	\$0.00330	\$0.00150	<u>\$0.03447</u> \$0.02714
	Off Peak kWh	<u>\$0.00091</u> \$0.00019	<u>\$0.0013</u> \$0 .00223	\$0.00055	\$0.01804	\$0.00330	\$0.00150	<u>\$0.02560</u> \$0.02581
	Customer Charge	<u>\$50.00 <del>\$24.98</del> </u>						<u>\$50.00</u> \$24.98
G-2	Demand Charge	<u>\$7.18</u> \$4.49						<u>\$7.18</u> \$4.49
G-2	All kWh	<u>\$0.00276</u> \$0.00049	<u>\$0.0013</u> \$0 .00223	\$0.00055	\$0.01988	\$0.00330	\$0.00150	<u>\$0.02929</u> \$0.02795
	Customer Charge	<u>\$11.00</u> \$5.52						<u>\$11.00</u> \$5.52
G-3	All kWh	<u>\$0.04031</u> \$0.03090	<u>\$0.0013</u> \$0 .00223	\$0.00055	\$0.01971	\$0.00330	\$0.00150	<u>\$0.06667</u> \$0.05819
М	All kWh	<u>\$0.00062</u> \$0.00019	<u>\$0.0013</u> \$0 .00223	\$0.00055	\$0.00900	\$0.00330	\$0.00149	<u>\$0.01626</u> \$0.01676
	see tariff for luminares & pole charges							
	Customer Charge	<u>\$11.00</u> \$5.64						<u>\$11.00</u> \$5.64
Т	All kWh	<u>\$0.03997</u> <del>\$0.02029</del>	<u>\$0.0013</u> \$0 .00223	\$0.00055	\$0.01653	\$0.00330	\$0.00150	<u>\$0.06315</u> \$0.04400
	Minimum Charge	<u>\$11.00</u> \$5.89						<u>\$11.00</u> \$5.89
V	All kWh	<u>\$0.04114</u> \$0.02859	<u>\$0.0013</u> \$0 .00223	\$0.00055	\$0.02094	\$0.00330	\$0.00152	<u>\$0.06875</u> <del>\$0.05713</del>

# RATES EFFECTIVE APRIL 29, 2013FEBRUARY 1, 2013

(1) Distribution Energy Charges include a Business Profits Tax Surcharge of \$0.00057 per kWh for usage on and after 8/1/01

(2) Distribution Energy Charges include the following credits per kWh in accordance with page 93 of the tariff for usage on and after 5/1/10

Rate Class	<u>D</u>	<u>D-10</u>	<u>G-3</u>	<u>T</u>	V
Credit per kWh	(\$0.00017)	(\$0.00008)	(\$0.00017 )	(\$0.00007)	(\$0.00009)

(3) Distribution Energy Charges include a Reliability Enhancement Program and Vegetation Management Plan Adjustment Factor of (\$0.00037) per kWh for usage on and after 7/1/12

(4) Distribution Energy Charges include a Green Up Service Recovery Adjustment Factor of \$0.00001 per kWh for usage on and after 1/1/13

System Benefits Charge-Energy Efficiency	\$0.00180	Effective 7/1/11, usage on and after
System Benefits Charge-Statewide Energy Assistance Program	<u>\$0.00150</u>	Effective 7/1/11, usage on and after
Total System Benefits Charge	\$0.00330	
Transmission Cost Adjustment Factor	various	Effective 1/1/13, usage on and after
Stranded Cost Adjustment Factor	various	Effective 1/1/13, usage on and after
DefaultEnergy Service Charge		
Residential & Small Commercial (D, D-10, G-3, M, T, V)	\$0.07525	Effective 11/1/12, usage on and after
Medium / Large Commercial & Industrial (G-1, G-2)	\$0.09414	Effective 2/1/13, usage on and after
	\$0.07583	Effective 3/1/13, usage on and after

\$0.06643	Effective 4/1/13, usage on and after
\$0.00055	Effective 5/1/01, usage on and after

Electricity Consumption Tax

Dated:Dated:March 29, 2013Effective:Effective:April 29, 2013February 01, 2013

Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

Authorized by Docket No. DE 12-023, NHPUC Order No-25,441, Dated December 20, 2012

#### **ADJUSTMENT FOR FRANCHISE TAX**

(ADJUSTMENT PROVISION CANCELED, NO LONGER IN EFFECT)

Dated: July 03, 2012 Effective: July 03, 2012 Issued by: <u>/s/ Victor D. Del Vecchio</u> <u>Victor D. Del Vecchio</u> Title: <u>President</u>

# N.H.P.U.C. No. <u>1819</u> - ELECTRICITY LIBERTY UTILITIES

#### ELECTRIC ASSISTANCE PROGRAM PROVISION

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 700 kWh consumed per month, exclusive of 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 77-81 of this tariff.

Tier	Percentage of Federal Poverty Guidelines	Discount
1	176 - 185	5% (not available to new applicants)
2	151 – 175	7%
3	126 - 150	18%
4	101 – 125	33%
5	76 – 100	48%
6	0 - 75	70%

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 March 4, 2011, the income eligibility for participation in the Electric Assistance Program is at or below 175% of the Federal Poverty Guidelines and Tier 1 will no longer be available to new participants, including customers who may be on the waiting list or any other customer of the Company. Participating customers receiving the Tier 1 discount as of March 4, 2011 shall continue to receive the discount until their next recertification, at such time they shall be reevaluated under the then existing eligibility guidelines.

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

Dated:Dated:March 29, 2013Effective:Effective:April 29, 2013July 03, 2012

Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

# **DEFAULTENERGY** SERVICE ADJUSTMENT PROVISION

DefaultEnergy Service shall be procured by the Company pursuant to a competitive bidding process, and the rates for DefaultEnergy Service shall be based on short-term market prices and include an estimate of administrative costs associated with the provision of DefaultEnergy Service pursuant to the DefaultEnergy Service Cost Reclassification Adjustment Provision as provided on Page 93 of the Tariff.

On an annual basis, the Company shall perform two reconciliations for **DefaultEnergy** Service. In the first reconciliation, the Company shall reconcile its power supply cost of providing **DefaultEnergy** Service with its **DefaultEnergy** 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 **DefaultEnergy** Service customers over the following 12 months through the **DefaultEnergy** Service Adjustment Factor. In the second reconciliation, the Company shall reconcile its administrative cost of providing DefaultEnergy Service with its DefaultEnergy 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 **DefaultEnergy** Service Cost Reclassification Adjustment Factor pursuant to the DefaultEnergy Service Cost Reclassification Adjustment Provision. The Company may file to change the DefaultEnergy Service Adjustment Factor at any time should significant over- or under- recoveries of DefaultEnergy Service costs occur. For purposes of this reconciliation, **DefaultEnergy** Service revenue shall mean all revenue collected from **DefaultEnergy** Service customers through the **DefaultEnergy** Service rate for the applicable 12 month reconciliation period together with payments or credits from suppliers for the provision of **Default<u>Energy</u>** Service. The power supply cost of providing **Default<u>Energy</u>** Service shall mean all payments to suppliers and the Independent System Operator associated with the provision of <del>Default</del>Energy Service. Administrative costs of providing **Default**Energy Service shall mean all labor and consultant costs in arranging and administering DefaultEnergy Service, any payments related to the cost of providing contract security, DefaultEnergy Servicerelated working capital cost, and **DefaultEnergy** Service-related bad debt cost.

Any adjustment to the <u>DefaultEnergy</u> Service Adjustment Factor under the Company's applicable rates shall be in accordance with a notice filed with the Public Utilities Commission ("Commission") setting forth the amount of the increase or decrease and the new <u>DefaultEnergy</u> 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.

Dated:Dated:March 29, 2013Effective:Effective:April 29, 2013July 03, 2012

Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

#### <u>N.H.P.U.C. No. 1819</u> – ELECTRICITY LIBERTY UTILITIES

#### LOAD RESPONSE PROGRAM PROVISION

#### AVAILABILITY

The Load Response Program ("LRP") Provision is available only to Customers receiving retail delivery service under the Company's General Service Rates G-1 and G-2 that:

- B. have a demand of 10 KW or greater;
- C. are capable of either (i) curtailing a minimum of 100 KW for an individual account, or (ii) curtailing a minimum of 100 KW for a group of accounts of the same customer;
- D. are available for interruption between the hours specified by the Independent System Operator New England ("ISO-NE") in its then effective load response programs(s) on all non-holiday weekdays;
- E. have hourly load metering in place; and
- F. are not participating in another load curtailment program of a supplier or other party.

The Load Response Programs sponsored by ISO-NE form the basis of the Company's LRP Provision. These Load Response Programs may change from time-to-time, and all programs shall be provided for under this provision.

Each LRP participant must execute a Load Response Program Agreement ("Agreement") for the applicable ISO-NE Load Response Program in which the participant is enrolled, subject to Company approval, which sets forth the Customer's specific program requirements. Copies of the Agreements for ISO-NE-sponsored programs are available from the Company.

#### RESPONSIBILITIES OF THE CUSTOMER AND THE COMPANY

The Customer shall interrupt load and abide by the requirements set forth by rules that may be established by ISO-NE for load curtailment as proscribed by its Load Response Programs ("Load Curtailment Rules") as in effect, and the Company shall provide the credits for load interrupted in accordance with the terms of the appropriate Agreement in effect at the time.

#### PAYMENTS TO CUSTOMERS

The Company will make payments to the Customer in accordance with the terms of the applicable Agreement governing the ISO-NE Load Response Program in which the Customer is participating. Payments will be provided to the Customer as a credit on the Customer's bill in accordance with the terms of the applicable Agreement.

Dated: July 03, 2012 Effective: July 03, 2012 Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

# **OPTIONAL ENHANCED METERING SERVICE PROVISION**

Optional Enhanced Metering Service under this provision is available to customers 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.

The Company shall provide two types of service under Optional Enhanced Metering Service. These are: Service Option 1, Complete Service, and Service Option 2, Pulse Service.

# Service Option 1: Complete Service

Under this service option, Complete Service, the Company will provide equipment at the customer's facility that will allow for periodic readings of the customer's load through telephone lines. The Company will install, own and maintain the equipment in service. The customer, or its authorized representative, may receive the data through the optical port on the equipment or electronically. The Company will store load information on the meter for a period of 35 days and will read the meters daily.

The one-time customer fee for this service is as follows:

Retail Delivery Service Under the Company's	One-time Fee	
Residential rate schedules	\$155.31	
General Service rate schedules	\$247.08	

# Service Option 2: Pulse Service

Customers who wish to connect their own metering equipment or equipment provided by their authorized representative to the Company's meter may elect this option. The Company will provide a pulse interface device through which the customer can access meter data. The customer, or its representative, must purchase, own and maintain a device or system which would connect to the pulse interface device in order to access meter pulses.

The one-time customer fee for this service is as follows:

Retail Delivery Service Under the Company's	One-time Fee
Residential rate schedules	\$135.31
General Service rate schedules	\$122.07

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 Optional Enhanced Metering Service Provision.

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Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

# **OPTIONAL INTERVAL DATA SERVICE PROVISION**

Optional Interval Data Service under this provision is available to customers receiving service from the Company under the Company's Optional Enhanced Metering Service Provision, Page 89 of the Company's tariff, or customers receiving metered retail delivery service from the Company who have a Company-owned interval data recorder ("IDR") installed at their facilities.

Under Optional Interval Data Service, the fees will vary depending upon the number of accounts and frequency of requests for interval data. Access is available to the customer or its authorized agent.

# One-Time Request for Interval Data

Initial request covering a single calendar year	No Charge	
Subsequent request within the same calendar year:		
Single retail delivery service account \$55.00		
Additional retail delivery service account requested at the same time	\$23.00 per account	

Subscription Service for Interval Data over the Internet

The Company may offer subscriptions to eligible customers for access to interval data through an Internet account that is available for the customer's use. The minimum contract length is one year. The availability of this service will be subject to the Company's ability to render such service.

Single retail delivery service account	\$309.00 annually
Additional retail delivery service account requested at the same time	\$277.00 per account, annually

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 Optional Interval Data Service Provision.

Dated:Dated:March 29, 2013July 03, 2012Effective:Effective:April 29, 2013July 03, 2012

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# **OPTIONAL BILLING AND RATE DATA SERVICE PROVISION**

Optional Billing and Rate Data Service is available under this provision for customers receiving retail delivery service from the Company under any of the rate schedules contained in the Company's retail delivery service tariff.

Any request for Billing and Rate Data Service may be made either by the customer of record or by another party having the customer of record's authorization to receive data to be released by the Company under Billing and Rate Data Service.

### Services Provided One per Calendar Year with No Fee

### Usage and Billing KW Data

For Commercial and Industrial Customers: customer of record name, rate class, service address, and 13 months of peak and off-peak KW, kWh, and KVA data.

For Residential Customers: customer of record name, rate class, service address, and 13 months of total kWh data.

### Rate Data

Rate summaries and rate schedules included in the Company's tariff are available on the Granite State Electric Company website at http://libertyutilities.com/<u>east/</u>electricity/my\_home/billing\_rates.html for residential rates, or at <u>http://libertyutilities.com/east/electricity/my\_business/rates\_pricing.html</u> for all other rate schedules. Customers requesting hard copies of summaries or rate schedules will be provided with that information free of charge.

# Custom Service or Additional Data Provided at a Fee

Custom Reports (also includes load data custom reports):

The Company shall charge the requestor an Analyst fee, to the highest 15 minute increment, of \$49.00 per hour plus actual expenses as incurred.

#### Rate Data

The Company shall charge the requestor an Analyst fee, to the highest 15 minute increment, of \$49.00 per hour plus actual expenses as incurred.

# Rate Analysis

The Company shall charge the requestor a Bill and Rate Analysis fee established on a case-by-case basis in accordance with the fees identified above for Custom Reports and Rate Data.

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 Optional Enhanced Metering Service Provision.

Dated:Dated:March 29, 2013Effective:Effective:April 29, 2013July 03, 2012

Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

# 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. Customers who receive unmetered retail delivery service must request metered retail delivery service in accordance with the Company's Terms and Conditions. The availability of this service will be subject to the Company's ability to render such service.

### Description of 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 generation service between the Company-supplied <u>DefaultEnergy</u> Service and Competitive Supplier generation 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.

#### Schedule of Charges

The Off Cycle Meter Read Charge is as follows:

Telemetered Customer: \$78.00

Non-telemetered Customer: \$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 Provision.

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# **DEFAULTENERGY** SERVICE COST RECLASSIFICATION ADJUSTMENT PROVISION

The prices for Distribution Service and <u>DefaultEnergy</u> Service contained in all the tariffs of the Company are subject to adjustment to reflect the reclassification of cost recovery of those costs incurred by the Company in providing <u>DefaultEnergy</u> Service which are included in the Company's Distribution rates and which are reflected in the reconciliation of <u>DefaultEnergy</u> Service and recovered through the <u>DefaultEnergy</u> Service Adjustment Factor to <u>DefaultEnergy</u> Service rates, in order to more appropriately reflect the price of providing <u>DefaultEnergy</u> Service.

The adjustments to the Company's Distribution Energy charges are as follows:

	Credit to Distribution
	Charges
Rate D	(0.017¢) per kWh
Rate D-10	(0.008¢) per kWh
Rate G-1	n/a
Rate G-2	n/a
Rate G-3	(0.017¢) per kWh
Rate M	n/a
Rate T	(0.007¢) per kWh
Rate V	(0.009¢) per kWh

The credit to the Company's distribution charges shall not be subject to reconciliation.

The adjustments to the Company's **Default<u>Energy</u>** Service charges as follows:

	Surcharge to
	DefaultEnergy
	Service
Residential & Small C&I	0.078¢ per kWh
Medium and Large C&I	0.101¢ per kWh

The adjustments shall be known as the **DefaultEnergy** Service Cost Reclassification Adjustment Factor.

On an annual basis, the Company shall reconcile the actual administrative cost incurred in providing <u>DefaultEnergy</u> Service to the revenue generated by the above surcharges included in <u>DefaultEnergy</u> Service rates. Any excess or deficiency, including interest at the interest rate paid on customer deposits, shall be used to adjust the subsequent year's surcharges on a per kilowatthour basis.

In addition, the Company shall annually establish the surcharges above based on an estimate of the administrative costs in providing <u>DefaultEnergy</u> Service for the upcoming year.

For purposes of the above reclassification, the administrative costs associated with providing <u>DefaultEnergy</u> Service and subject to reclassification pursuant to this provision shall reflect the costs associated with <u>DefaultEnergy</u> Service as defined by the settlement agreement in Docket DE 05-126.

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Should any balance remain outstanding subsequent to the refund or recovery of over or under collections as described above, the Company shall reflect as an adjustment in the current reconciliation period the amount of the outstanding balance.

Any adjustment to the <u>DefaultEnergy</u> Service Cost Reclassification 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 <u>DefaultEnergy</u> Service Cost Reclassification Adjustment Factor applicable to <u>DefaultEnergy</u> Service rates. 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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Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

# INTERCONNECTION STANDARDS PROVISION 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.

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Dated:Dated:March 29, 2013Effective:Effective:April 29, 2013July 03, 2012

Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

# **1.0 Introduction**

# **1.1 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, (<u>i.e.</u>, it will never operate in parallel to the Company's EPS), then this Interconnection Standard does not apply.

# **1.2 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.

Company: Granite State Electric Company.

**Customer:** Company's retail customer; host site or premises, may be the same as Interconnecting Customer.

**EPS:** The electric power system owned, controlled or operated by the Company used to provide distribution service to its Customers.

**Facility:** A source of electricity that is located on the Customer's side of the point of common coupling, and all facilities ancillary and appurtenant thereto, including interconnection equipment, which the Interconnecting Customer requests to interconnect to the Company EPS.

**In-Service Date:** The date on which the Facility and System Modifications (if applicable) are complete and ready for service, even if the Facility is not placed in service on or by that date.

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**Interconnecting Customer:** Entity that takes electric service from the Company who has or will obtain legal authority to enter into agreements regarding the interconnection of the Facility to the Company EPS.

**Interconnection Service Agreement:** An agreement for interconnection service, the form of which is provided in Exhibit A, between the Interconnecting Customer and the Company.

**Islanding:** A situation where electrical power remains in a portion of an electrical power system when the Company's transmission or distribution system has ceased providing power for whatever reason (emergency conditions, maintenance, <u>etc.</u>). Unintentional Islanding, especially past the PCC, is to be strictly avoided.

**Isolated:** The state of operating the Facility when electrically disconnected from the Company EPS on the Interconnecting Customer's side of the PCC.

**Listed**: A Facility that has been tested and certified by a nationally recognized testing laboratory to comply with all requirements in UL Standard 1741.1 dated May, 2007 or later.

**Net Metering:** A customer of the Company with a renewable on-site Facility of 100 kilovolt-amperes ("kVA") or less in size exercising the option to run the meter backward and thus choosing to receive a credit from the Company where in any month during which there was a positive net difference between kilowatt hours generated and consumed, the credit will equal the positive net difference. This credit is then used by the Customer in subsequent billing periods, until exhausted before purchasing energy from the Company.

**Non-Islanding:** Describes the ability of a Facility to avoid unintentional islanding through the operation of its interconnection equipment.

**Parallel:** The state of operating the Facility when electrically connected to the Company EPS (sometimes known as grid-parallel).

Parties: The Company and the Interconnecting Customer.

**Point of Common Coupling (PCC):** The point where the Interconnecting Customer's local electric power system connects to the Company EPS, such as the electric power revenue meter or premises service transformer. See the Company for the location at a particular Interconnecting Customer site.

**Radial Distribution Circuit:** Electrical service from an EPS consisting of one primary circuit extending from a single substation or transmission supply point arranged such that the primary circuit serves Interconnecting Customers in a particular local area.

**Screen(s):** Criteria by which the Company will determine if a proposed Facility's installation will adversely impact the Company EPS in the Simplified Processes as set forth in Section 3.0.

**Simplified Process:** As described in Section 3.1, process steps from initial application to final written authorization for certain Listed inverter-based Facilities of limited scale and minimal apparent grid impact.

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**Spot 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 only one Interconnecting Customer.

**Supplemental Review:** Additional engineering study to evaluate the potential impact of Facilities over 10 kVA on the Company EPS so as to determine any requirements for processing the application, or Facilities of 10 kVA or smaller that fail one of the Simplified Process screens. This review is charged at a cost of \$125.00 per hour up to a limit of 10 hours. 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.

**System Modification:** Modifications or additions to distribution-related Company facilities that are integrated with the Company EPS for the benefit of the Interconnecting Customer and paid for by the Interconnecting Customer.

**Unintentional Islanding:** A situation where the electrical power from the Facility continues to supply a portion of the Company EPS past the PCC when the Company's transmission or distribution system has ceased providing power for whatever reason (emergency conditions, maintenance, etc.).

**Witness Test:** The Company's right to witness the commissioning testing. Commissioning testing is defined in IEEE Standard 1547-2003.

# **1.3 Forms and Agreements**

The following documents for the interconnection process are included as Exhibits:

- 1. Application forms:
  - a. Simplified Process (Facilities meeting the requirements of Section 3.1) application form and service agreement (Exhibit A)
  - b. Certificate of Completion (Exhibit B)
- 2. Supplemental Review Agreement for those projects which have failed one or more screens in the Simplified Process (Exhibit C).

# 2.0 Basic Understanding

Interconnecting Customer intends to install a Listed inverter based Facility on the Customer's side of the PCC that will be connected electrically to the Company EPS and operate in parallel, synchronized with the voltage and frequency maintained by the Company during all operating conditions. It is the responsibility of the Interconnecting Customer to design, procure, install, operate, and maintain all necessary equipment on its property for connection to the Company EPS. The Interconnecting Customer and the Company shall enter into a Simplified Process Application and Interconnection Service Agreement to provide for parallel operation of an Interconnecting Customer's Facility with Company EPS. A form of this agreement is attached as Exhibit A to this Interconnection Standard.

The equipment, controls and other facilities that together constitute the interconnection of the Facility with the Company EPS must be reviewed for potential impact on the Company EPS under the process described in Section 3.0.

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The Interconnecting Customer should consult the Company before designing, purchasing and installing any generation equipment, in order to verify the nominal utilization voltages, frequency, and phase characteristics of the service to be supplied, the capacity available, and the suitability of the proposed equipment for operation at the intended location. Attempting to operate a Facility at other than its nameplate characteristics may result in unsatisfactory performance or, in certain instances, injury to personnel and/or damage to equipment. The Interconnecting Customer will be responsible for ascertaining from the Company, and the Company will cooperate in providing, the service characteristics of the Company EPS at the proposed PCC. The Company will in no way be responsible for damages sustained as a result of the Interconnecting Customer's failure to ascertain the service characteristics at the proposed PCC.

The Facility should operate in such a manner that does not compromise, or conflict with, the safety or reliability of the Company EPS. The Interconnecting Customer should design its equipment in such a manner that faults or other disturbances on the Company EPS do not cause damage to the Interconnecting Customer's equipment.

Authorization to interconnect will be provided once the Interconnecting Customer has met all terms of the interconnection process as outlined below.

This Interconnection Standard does not cover general distribution service needed to serve the Interconnecting Customer. Please refer to the Company's Terms and Conditions for Distribution Service. This Interconnection Standard does not cover the use of the distribution system to export power, or the purchase of excess power.

# **3.0 Process Overview**

This application process is for Listed inverter-based Facilities with a power rating of 100 kVA or less depending on the service configuration, and located on radial a EPS under certain conditions. A Listed inverter-based Facility with a power rating of 10 kVA or less single-phase located on a spot network EPS under certain conditions would also be eligible.

Listed inverter based interconnections are intended to be reviewed promptly under a Simplified Process. A set of review screens have been developed to determine if the application fits the Simplified Process and are described below and detailed in Figures 1 and 2 with their accompanying notes. Table 1 describes the timelines for these paths. Unless otherwise noted, all times in the Interconnection Standard reference Company business days under normal work conditions.

A project that fails to meet the Simplified review screens will be addressed using the Company's standard interconnection review practices. In cases where the Facility is larger than 10 kVA, a Supplemental Review will be conducted. In addition a Supplemental Review may be required which may allow an interconnection of 10 kVA or smaller to be accommodated at a particular site even though it did not pass the Simplified review screens. In these instances, the Company will provide an estimated cost to do a Supplemental Review to the Interconnecting Customer. If the Interconnecting Customer funds the Supplemental Review, the Company will undertake the review to determine which of the following apply:

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No system modifications are required and the simplified process can be used.

- System modifications are required at the Customer's expense before the simplified process can be used. A statement will be sent to the Customer describing the required modification and a bill for the estimated amount.
- The simplified process cannot be used and the Customer must reapply using the Company's standard interconnection process.

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.

# a. 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:

- a. Application process:
  - i. Interconnecting Customer submits a Simplified Process application filled out properly and completely (Exhibit A).
  - ii. 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.
- b. 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.
- c. 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.
- d. 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 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.

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- e. The Interconnecting Customer returns Certificate of Completion to the Company.
- f. 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.
- g. 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.

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.

# **3.2 Time Frames**

Unless otherwise noted, all days in the Interconnection Standard reference Company business days under normal work conditions.

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.

# 3.3 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).

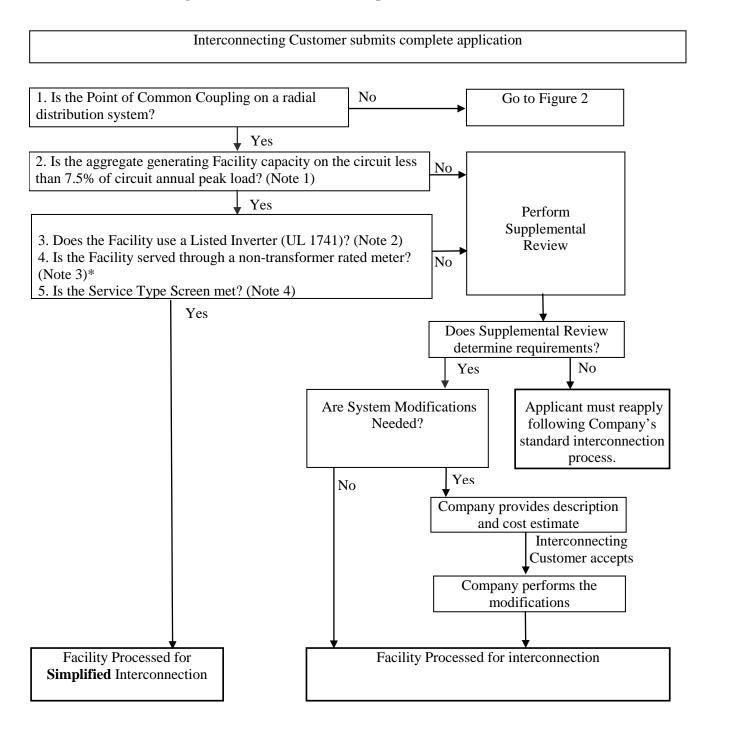
In cases where the Facility is larger than 10 kVA, or does not pass the other screens, a Supplemental Review will be conducted. In these instances, the Company will provide a cost estimate to do a Supplemental Review to the Interconnecting Customer.

This review is charged at a cost of \$125.00 per hour. 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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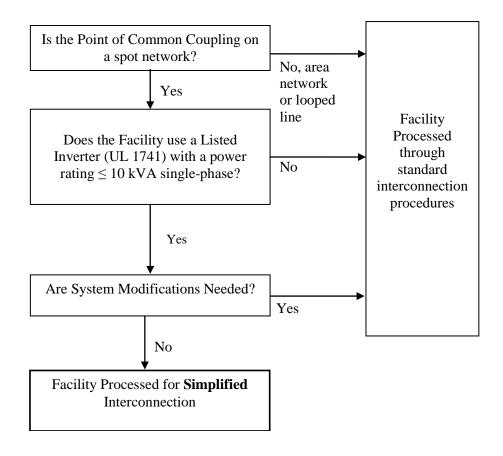
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# **Figure 1 – Inverter Based Simplified Interconnection Process**



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# **Figure 2 – Simplified Interconnection to Networks**

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# **Explanatory Notes to Accompany Figure 1**

- **Note 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 bidirectional power flow is possible due to alternative circuit supply options ("loop service"), the normal supply point is the loop tap.
- **Note 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.
- **Note 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.
- **Note 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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Review Process	Simplified	Simplified Spot Network
Eligible Facilities	Listed Small Inverter	Listed n erter $\leq 10$ kVA singbhase
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		
Total Maximum Days	20 days	100 days
Notice/ Witness Test	< 1 day with 10 day notice or by mutual agreement	1 day with 10 day notice or by mutual agreement
Send Approval to Interconnector		

# **Table 1 – Time Frames**

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)

<u>General Information</u>: If you, the Interconnecting Customer, wish to submit an application to interconnect your generating Facility using the Simplified Process (reference Section 3.1 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  $\leq 100$  kVA, or (2) connecting to 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.

Mail all material to: COMPANY SPECIFIC ADDRESS

The Simplified Process is as follows:

- 1. Application process:
  - a. Interconnecting Customer submits a Simplified Application filled out properly and completely.
  - b. 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.
- 2. Company verifies Facility equipment can be interconnected safely and reliably.
- 3. If approved, the Company signs the application and returns a copy to the Interconnecting Customer.
- 4. 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.
- 5. 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.
- 6. The Interconnecting Customer returns the Certificate of Completion to the Company.
- 7. 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.

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# **Exhibit A – Simplified Process Interconnection Application (Continued)**

8. 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.

<u>Contact Information</u>: 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.

Ownership Information: Please enter the legal names of the owner or owners of the Facility.

<u>Generating Facility Information</u>: 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.

Confidentiality: Information on this form will be shared with the Commission and other State Agencies as required.

<u>UL 1741 Listed</u>? 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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# Simplified Process Interconnection Application and Service Agreement

Contact Information:	Date Prepared:				
Legal Name and Address of Interconnecting	cting Customer (or, Company name, if appropriate):				
Customer or Company Name (print):		Contact Pe	erson, if Company:		
Mailing Address:					
<i>City:</i>	State:	Zip Code:	E-Mail:		
Telephone (Daytime):	(Evenin	ng):	Facsimile Num	nber:	
Alternative Contact Information (e.g., system inst	allation contracto	r or coordinating compo	any, if appropriate):		
Name:					
Mailing Address:					
<i>City:</i>			E-Mail:		
Telephone (Daytime):					
Electrical Contractor Contact Information (if app	propriate):				
Name:		Teleph	hone:		
Mailing Address:					
City:	State:	Zip Code:			
Facility Information:					
Address of Facility:					
City:		Zip Code:			
Electric Supply Co:					
Gen/Inverter Manu:					
Nameplate Rating: (kW)					
System Design Capacity:(kVA)					
Net Metering: If Renewably Fueled, will the					
Prime Mover: Photovoltaic Recip'g 1					
<i>Energy Source</i> : Solar Wind Hydr	-				
<i>UL 1741.1 (IEEE 1547.1) Listed?</i> Yes:					
Estimated Install Date:					
	,	Estimated in Service	- Duic		
Interconnecting Customer Signature I hereby certify that, to the best of my knowl	adaa all of the	information provide	d in this application i	a true and Lagrag	to the
Terms and Conditions on the following page		information provides	a in this application i	s true and I agree	
				_	
Customer Signature: Please attach any documentation provided by the i		Title:	antan'a III 1741 listing	Date:	
<u>Approval to Install Facility</u> (For Company use only, Agreement, and agreement to any system modificati		e Facility is approved co	ontingent upon the terms	and conditions of the	his
Are system modifications required? Yes:		To be Determined			
Company Signature: Company waives inspection/Witness Test?		Title:	Date:		
I AMNANY WAIVee inchemian withdee i act	) Ves	No			
Company waives inspection/witness Test	? Yes:	No:			
		No:			/ecchio
Dated:       Dated:       March 29, 2013         Effective:       Effective:       April 29, 2013	<del>y 03, 2012</del>	No:		/ Victor D. Del V Victor D. Del V	
Dated: March 29, 2013Jul	<del>y 03, 2012</del>	No:		/ Victor D. Del V	/ecchio

# **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 the all of the following has occurred:
  - 2.1. **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.
  - 2.2. Certificate of Completion. The Interconnecting Customer returns the Certificate of Completion to the Agreement to the Company at address noted.
  - 2.3. Company has completed or waived the right to inspection.
- 3. **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.
- 4. **Safe Operations and Maintenance**. The Interconnecting Customer shall be fully responsible to operate, maintain, and repair the Facility.
- 5. Disconnection. The Company may temporarily disconnect the Facility to facilitate planned or emergency Company work.
- 6. **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:
  - 6.1. **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.
  - 6.2. **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 Completion if inspection is waived, or within 10 business days after the inspection is completed, if such meter is not already in place.
- 7. **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.

Dated:Dated:March 29, 2013Effective:Effective:April 29, 2013July 03, 2012

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- 8. 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.
- 9. Termination. This Agreement may be terminated under the following conditions:
  - 9.1. By Mutual Agreement. The Parties agree in writing to terminate the Agreement.
  - 9.2. **By Interconnecting Customer**. The Interconnecting Customer may terminate this Agreement by providing written notice to Company.
  - 9.3. **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.
- 10. 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.
- 11. **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).

Dated:Dated:March 29, 2013Effective:Effective:April 29, 2013July 03, 2012

Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

# Exhibit B - Certificate of Completion for Simplified Process Interconnections

			Check if owner-installed	
Name (print):		Contact Person, if Company:		
	State:	Zip Code:	E-Mail Address	
(Evening):	Facsimile Number:			
Address of Facility (if different from above):				
	State:	Zip Code:		
Generation Vendor: Contact Perso		rson:		
	(Evening):	(Evening): Facsimile No fferent from above): State:	State:     Zip Code:       (Evening):     Facsimile Number:       fferent from above):     Image: Content for the second sec	

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

Vendor Signature:				Date:		
Electrical Contractor's	Name (if appropriate	e):	License nun	ıber:		
Mailing Address:						
City:		State:	Zip Code:	E-Mail Address		
Telephone (Daytime):	(Evening):	Facsimile	Number:			
Date of approval to insta Application ID number:		the Company:		Installation Date:		

Inspection:

The system has been installed and inspected in compliance with the local Building/Electrical Code of

 (City/County)

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

 Name (printed):
 Date:

 Dated:
 Dated:

 March 29, 2013July 03, 2012
 Issued by: /s/ Victor D. Del Vecchio

 Victor D. Del Vecchio
 Victor D. Del Vecchio

 Title:
 President

# N.H.P.U.C. No. <u>1819</u> - ELECTRICITY LIBERTY UTILITIES

**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. Also, 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/fax a copy of this form to:

Director of Engineering Distribution Engineering Dept. <u>Liberty Energy Utilities (New Hampshire) Corp Liberty Utilities</u> 11 Northeastern Blvd. Salem, NH 03079 Fax No.: 603 896 6175

Dated:Dated:March 29, 2013Effective:Effective:April 29, 2013July 03, 2012

Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

# Exhibit C – 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 Section 1.0 and outlined in Section 3.0 of the Interconnection Standard. This Supplemental Review pertains to the interconnection application the Interconnecting Customer has filed for interconnecting a \_\_\_\_\_\_\_\_\_ (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 not to exceed \$1,250. The Company anticipates that the Supplemental Review will cost \$\_\_\_\_\_. No work will be performed until payment is received.

Please indicate your acceptance of this Agreement by signing below.

Interconnecting Customer

Dated:Dated:March 29, 2013Effective:Effective:April 29, 2013July 03, 2012

Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

# 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.

Dated:Dated:March 29, 2013Effective:Effective:April 29, 2013July 03, 2012

Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

# **RESIDENTIAL ENERGY EFFICIENCY LOAN PROGRAM**

# AVAILABILITY

Subject to the Terms and Conditions of the Tariff of which it is a part, this program shall allow Customers installing energyefficiency 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 \$7,500 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.

# 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 84 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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# NON-RESIDENTIAL ENERGY EFFICIENCY LOAN PROGRAM

# AVAILABILITY

Subject to the Terms and Conditions of the Tariff of which it is a part, this program shall allow Customers installing energyefficiency 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; 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.

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

# CUSTOMER LOAN AGREEMENT

Participating Customers shall be required to execute a separate Non-Residential Customer Loan Agreement which will specify the fixed monthly charge and other terms of the loan. A Participating Customer can choose to pay the remaining balance owed to the Company at any time. A late payment charge as described in the Terms and Conditions for Delivery Service section of the Company's Tariff is applicable to the monthly charges rendered under this program. Participating Customers are not subject to disconnection of 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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# N.H.P.U.C. No. 18 - ELECTRICITY LIBERTY UTILITIES

### TERMS AND CONDITIONS FOR GREENUP SERVICE

#### 1. Applicability

- The following Terms and Conditions ("T&Cs") shall apply to every GreenUp Service Supplier authorized to do business within the State of New Hampshire, the Company, and to every Customer doing business with said GreenUp Service Supplier.
- 2. Nothing in these T&Cs shall be construed to affect the Company's obligations under the Company's residential rates and Small C&I Rate (G-3), each as revised, amended, supplemented, or supplanted in whole or in part from time to time pursuant to the procedures established in New Hampshire Public Utilities Commission ("NHPUC" or "Commission") regulations and New Hampshire law.
- 3. These T&Cs may be revised, amended, supplemented or supplanted in whole or in part from time to time pursuant to the procedures established in NHPUC regulations and New Hampshire law. In the case of a conflict between these T&Cs and any orders or regulations of the NHPUC, said orders or regulations shall govern. In the event of a change in New Hampshire law or NHPUC regulations that, in the Company's sole judgment, adversely affects the provision of GreenUp Service as set forth in these T&Cs, the Company will institute a review of GreenUp Service with interested parties to evaluate the need for the continuation of GreenUp Service.
- 4. No agent or employee of the Company is authorized to modify any provision contained in these T&Cs or to bind the Company to perform in any manner contrary hereto. Any such modification to these T&Cs or any such promise contrary hereto shall be in writing, duly executed by an authorized officer of the Company, subject in all cases to applicable statutes and to the orders and regulations of the NHPUC, and available for public inspection during normal business hours at the business offices of the Company and at the offices of the NHPUC.

#### 2. Definitions

Any capitalized term used in these T&Cs and not otherwise defined herein shall have the meaning ascribed to it in the NHPUC's rules and requirements or in the New England Power Pool Generation Information System Operating Rules.

"Company" shall mean Liberty Utilities.

"Competitive Electric Power Supplier" shall mean any entity registered with the Commission pursuant to New Hampshire Code Admin. Rules Puc 2000, which sells or offers to sell generation service to retail customers.

"Customer" shall mean any person, firm, partnership, corporation, cooperative marketing association, tenant, governmental unit, or a subdivision of a municipality, or the state of New Hampshire who: (i) obtains Distribution Service at a Customer Delivery Point under the Company's residential rates (D, D-10, and T), but excluding those customers on these rates who receive discounts pursuant to the Energy Assistance Program, or Small C&I Rate (G-3) (ii) is a customer of record of the Company, and (iii) is receiving Default Service from the Company.

"Customer Delivery Point" shall mean the Company's meter or a point designated by the Company located on the Customer's premises.

"Default Service" shall mean "default service" as defined in RSA 374-F:2, I-a, namely electricity supply that is available to retail customers who are otherwise without an electricity supplier.

"Distribution Service" shall mean the delivery of electricity to Customers by the Company.

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"Electronic Business Transactions and Standards" shall mean the Electronic Business Transactions ("EBT") Standards found on the Company's website at http://libertyutilities.com/east/electricity/business\_partners/energy\_suppliers.html

"Effective Date" shall mean the date on which GreenUp Service commences for a given Customer, pursuant to Section 4B below.

"Enrollment period" shall mean, for a particular Customer, the period of time during which a GreenUp Service Supplier may submit an enrollment transaction to the Company for initiation of GreenUp Service concurrent with the start of the Customer's next billing cycle.

"GREENUP-REC" shall mean one one-thousandth (1/1000<sup>th</sup>) of a REC.

"GreenUp Service" shall mean the program under which GreenUp Service Suppliers will sell GREENUP-RECs to Customers who are provided Default Service by the Company and will purchase on behalf of Customers the number of RECs equal to GreenUp Service Supplier's billed REC obligation, and the Company will perform the functions necessary to bill and account for the RECs.

"GreenUp Service Supplier" shall mean any entity selling GREENUP-RECs to Customers and purchasing RECs on behalf of Customers in New Hampshire pursuant to these T&Cs.

"NEPOOL GIS" shall mean the New England Power Pool Generation Information System.

"Quarterly Billed Obligation" shall mean the number of GREENUP-RECs billed to Customers in any given quarter, as adjusted for transmission and distribution losses, using the methodology set forth in Appendix A to these T&Cs.

"REC" shall mean a Renewable Energy Certificate from a renewable energy source of electricity, as defined in RSA 362-F:2, XV, that would qualify to receive renewable energy certificates under RSA 362-F, whether or not such renewable energy source has been designated as eligible under RSA 362-F:6, III. RECs transferred through the GreenUp Service program represent all of the value, attributes, and credits of the associated unit of energy. Specifically, RECs will not be eligible for inclusion in the GreenUp Service program if the associated emissions credits or emission allowances have been or are scheduled to be sold in a separate market.

"T&Cs" shall mean these Terms and Conditions for GreenUp Service, applicable to GreenUp Service Suppliers.

"Trading Period" shall have the meaning set forth in the NEPOOL GIS Operating Rules.

3. <u>Obligations of the Parties</u>

<u>Customer</u>

A Customer shall select one GreenUp Service Supplier per account at any given time, or authorize an agent to make the selection for the Customer. The Customer must provide the selected GreenUp Service Supplier with the information necessary to allow the GreenUp Service Supplier to initiate GreenUp Service, in accordance with Section 4B below.

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#### ii. <u>Company</u>

The Company shall:

4A. Read meters;

- 4B. Submit bills to Customers for the GreenUp Service Supplier's sale of the GREENUP-RECs to the Customer;
- 4C. Address billing inquiries for GreenUp Service;
- 4D. Account for the GREENUP-RECs billed to each Customer receiving GreenUp Service;
- 4E. Process EBTs submitted by GreenUp Service Suppliers and send the necessary EBTs to GreenUp Service Suppliers, in accordance with Section 4 and Section 8 below and the rules and procedures set forth in the EBT Standards;
- 4F. Coordinate the accounting of the RECs with NEPOOL-GIS;
- 4G. Send quarterly activity reports specifying each GreenUp Service Supplier's Quarterly Billed Obligation, deposits of RECs into each GreenUp Service Supplier's account, net balance of RECs in each GreenUp Service Supplier's subaccount, and revenues billed and collected by the Company for each GreenUp Service Supplier, together with any adjustments to those revenues, to GreenUp Service Suppliers prior to the start of the subsequent Trading Period as described in Section 5B below.

#### iii. GreenUp Service Supplier

- 5A. GreenUp Service Supplier shall comply with all NHPUC requirements relating to Competitive Electric Power Suppliers and shall register as a Competitive Electric Power Supplier pursuant to the rules, regulations, and prerequisites established by the NHPUC and New Hampshire law, including, but not limited to, the Rules Applicable to Competitive Electric Power Suppliers as promulgated by the State of New Hampshire.
- 5B. GreenUp Service Supplier shall be required to execute a standard service agreement ("Service Agreement") with the Company.
- 5C. GreenUp Service Supplier shall be required to complete testing of the transactions included in the EBT Standards prior to the initiation of GreenUp 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 EBT Standards.
- 5D. GreenUp Service Supplier shall purchase RECs in quantities sufficient to meet the commitments outlined in Section 5 below for Customers who are purchasing GreenUp Service.

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- 5E. GreenUp Service Supplier shall deliver RECs to the Company at such times and in such quantities sufficient to meet the commitments outlined in Section 5 below. GreenUp Service Supplier's obligation to deliver RECs in accordance with Section 5 shall not be reduced, cancelled, or otherwise affected by Customer's nonpayment for GreenUp Service; provided, however, that pursuant to Section 4C(1) below of these T&Cs, GreenUp Service Supplier shall have the right to terminate GreenUp Service to a Customer for, among other things, such Customer's nonpayment for GreenUp Service.
- 5F. GreenUp Service Supplier shall obtain the Necessary Authorization from each Customer by an approved method prior to initiating GreenUp Service to any Customer. For the purposes of this section, the term "Necessary Authorization" may be evidenced by a customer signed Letter of Authorization, Third-party Verification, electronic correspondence initiated by Customer to the GreenUp Service Supplier indicating Customer's authorization or the completion by Customer of an electronic authorization form located on the website of GreenUp Service Supplier, or the completion of a toll-free call made by the Customer to an independent third party operating in a location physically separate from the telemarketing representative who has obtained the Customer's initial oral authorization to select a GreenUp Service Supplier.
  - a. Letter of Authorization. For the purposes of this section, the term "Letter of Authorization" means an easily separable document, including, but not limited to, the enrollment cards or ballots inserted by the Company in its monthly electric bills to Customers, whose sole purpose is to authorize a GreenUp Service Supplier to initiate GreenUp Service to a Customer. The Letter of Authorization must be signed and dated by the Customer.
  - b. Third-party Verification. For the purposes of this section, the term "Third-party Verification" means an appropriately qualified and independent third party operating in a location physically separate from the telemarketing representative who has obtained the Customer's oral authorization to select a GreenUp Service Supplier, such authorization to include appropriate verification data, such as the Customer's date of birth and social security number or other voluntarily submitted information; provided, however, any such information or data in the possession of the third party verifier or the marketing company shall not be used, in any instance, for commercial or other marketing purposes, and shall not be sold, delivered, or shared with any other party for such purposes.
- 5G. GreenUp Service Supplier shall be solely responsible for responding to Customer questions related to GreenUp Service Supplier's obligations under these T&Cs, the Service Agreement, and any related agreements.
- 5H. GreenUp Service Supplier may not require customers to: (i) participate in GreenUp Service for a fixed term or length of time or (ii) purchase a minimum number of GREENUP RECs as a condition of participating in GreenUp Service, beyond the monthly GreenUp Service purchases by customer during the period the customer is enrolled in GreenUp Service. Upon termination of GreenUp Service by either customer or GreenUp Service Supplier, GreenUp Service Supplier may not assess a termination fee or other penalty to such customer.

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5I. GreenUp Service Supplier may not require Customers receiving GreenUp Service to post deposits with GreenUp Service Supplier or assess Customers any charges, fees, or penalties associated with GreenUp Service beyond the charges for GreenUp Service reflected on the billings by the Company to the Customer for GreenUp Service.

#### GreenUp Service Options; Initiation and Termination of GreenUp Service

# 7A. Options for GreenUp Service

Each GreenUp Service product offered to Customers by GreenUp Service Suppliers shall be based on the following options: (i) GREENUP RECs corresponding to fixed blocks of energy consumption ("Fixed Block Option") or (ii) GREENUP RECs corresponding to percentages of actual energy consumption ("Percentage of Energy Option"). For each GreenUp Service product offered to Customers, the GreenUp Service Supplier shall inform the Company of the percentage of GREENUP RECs included in that particular GreenUp Service product offering, disaggregated to a level of detail sufficient to determine whether the GreenUp Service Supplier has provided the required Generation Attribute mix corresponding to that product offering.

- i. Fixed Block Option GreenUp Service Supplier offers Customers products based on blocks of GREENUP-RECs. The size of the individual blocks will be determined by each GreenUp Service Supplier. For this option, the quantity of GREENUP-RECs provided by GreenUp Service Supplier to the Company would be the lesser of: (a) the block amount or (b) the Customer's billed consumption.
- ii. Percentage of Energy Option GreenUp Service Supplier offers Customers different prices per kilowatthour applied to all billed consumption based on the following options: (a) purchase of GREENUP-RECs equal to twenty-five percent (25%) of billed consumption; (b) purchase of GREENUP-RECs equal to fifty percent (50%) of billed consumption; (c) purchase of GREENUP-RECs equal to seventy-five percent (75%) of billed consumption; or (d) purchase of GREENUP-RECs equal to one-hundred percent (100%) of billed consumption. For any GreenUp Service Supplier product offering based upon this option, the percentage of GREENUP-RECs contained in that product offering shall be no less than twenty-five percent (25%).

#### 7B. Initiation of GreenUp Service

To initiate GreenUp Service to a Customer, the GreenUp Service Supplier shall submit an "enroll customer" transaction to the Company, in accordance with the rules and procedures set forth in the EBT Standards. The GreenUp Service Supplier shall hold the "enroll customer" transaction until any applicable right of rescission has lapsed.

If the information on the enrollment transaction is correct, the Company shall send the GreenUp Service Supplier a "successful enrollment" transaction, in accordance with the rules and procedures set forth in the EBT Standards. GreenUp Service shall commence on the date of the Customer's next scheduled meter read, provided that the GreenUp Service Supplier has submitted the enrollment transaction to the Company no fewer than two business days prior to the meter read date. If the GreenUp Service Supplier has not submitted the enrollment transaction at least two business days before the meter read date, GreenUp Service shall commence on the date of the Customer's subsequent meter read.

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If a second GreenUp Service Supplier submits an "enroll customer" transaction for the same Customer during the same enrollment period, the first transaction that is received by the Company shall be accepted. All other transactions shall be rejected. Rejected transactions may be resubmitted during the customer's next enrollment period.

### 7C. Termination of GreenUp Service

#### 1. Termination Initiated by the GreenUp Service Supplier

To terminate GreenUp Service to a Customer, the GreenUp Service Supplier shall submit a "supplier drops customer" transaction to the Company, in accordance with the rules and procedures set forth in the EBT Standards. GreenUp Service shall be terminated on the date of the Customer's next scheduled meter read, provided that the GreenUp Service Supplier has submitted this transaction to the Company no fewer than two business days prior to the meter read date. If the GreenUp Service Supplier has not submitted this transaction at least two business days before the meter read date, GreenUp Service shall be terminated on the date of the Customer's submitted this transaction at least two business days before the meter read date, GreenUp Service shall be terminated on the date of the Customer's subsequent scheduled meter read. The Company shall send a "confirm drop date" transaction to the GreenUp Service Supplier, in accordance with the rules and procedures set forth in the EBT Standards. GreenUp Service Supplier shall have the right, in its sole discretion, to terminate GreenUp Service to a Customer for any reason pursuant to these T&Cs.

### 2. Termination Initiated by Customer

To terminate GreenUp Service with a GreenUp Service Supplier, a Customer may inform either the Company or the GreenUp Service Supplier. If the Customer informs the Company directly, GreenUp Service to the Customer shall be terminated within two business days. The Company shall send a "customer drops supplier" transaction to the GreenUp Service Supplier, in accordance with the rules and procedures set forth in the EBT Standards.

If the GreenUp Service Supplier informs the Company of the Customer's desire to terminate GreenUp Service, the GreenUp Service Supplier shall send a "supplier drops customer" transaction to the Company, in accordance with the rules and procedures set forth in the EBT Standards. The Customer's GreenUp Service shall be terminated on the date of the Customer's next scheduled meter read, provided that the GreenUp Service Supplier has submitted this transaction to the Company no fewer than two business days prior to the meter read date. If the GreenUp Service Supplier has not submitted this transaction at least two business days before the meter read date, GreenUp Service shall be terminated on the date of the Customer's submitted the terminated on the date of the Customer's submitted the terminated on the date of the Customer's submitted the terminated on the date of the Customer's submitted the terminated on the date of the Customer's submitted the terminated on the date of the Customer's submitted the terminated on the date of the Customer's subsequent scheduled meter read.

#### 3. Customer Switches GreenUp Service Supplier

In those instances when a Customer who is receiving GreenUp Service from an existing GreenUp Service Supplier initiates GreenUp Service with a new GreenUp Service Supplier, the Company shall send the existing GreenUp Service Supplier a "customer drops supplier" transaction, in accordance with the rules and procedures set forth in the EBT Standards.

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#### 4. Customer Leaves Default Service

GreenUp Service to a Customer shall be terminated automatically and the Company shall send a "customer drops supplier" transaction when a Customer leaves Default Service for any reason, including but not limited to the following: (i) the Customer selects a Competitive Electric Power Supplier to provide the Customer's generation service; or (ii) the Customer moves out of the Company's service territory.

#### 7D. <u>Customer Moves</u>

A Customer participating in GreenUp Service that moves within the Company's service territory shall have the opportunity to notify the Company that the Customer seeks to continue GreenUp Service with the Customer's existing GreenUp Service Supplier and shall not be required to re-enroll in GreenUp Service. Upon such notification, the Company shall send a "customer move" transaction to the GreenUp Service Supplier, in accordance with the rules and procedures set forth in the EBT Standards.

# 7E. Other Provisions

The Company and GreenUp Service Suppliers shall send "change enrollment detail" transactions to change any information included in the "enroll customer" transactions, in accordance with the rules and procedures set forth in the EBT Standards.

If any of the transactions described in these T&Cs are rejected by the Company, the Company shall send an "error" transaction to the GreenUp Service Supplier identifying the reason for the rejection, in accordance with the rules and procedures set forth in the EBT Standards.

### GreenUp Service Supplier Purchase and Delivery Obligations; Reporting; REC Deficiency

# 1. GreenUp Service Supplier's Delivery of RECs; Accounting

On behalf of each GreenUp Service Supplier, the Company shall establish one or more NEPOOL-GIS subaccounts to track and account for the RECs required to be delivered by each GreenUp Service Supplier to the Company. The Company shall calculate the GreenUp Service Supplier's Quarterly Billed Obligation within each subaccount and compare that total to the RECs delivered by each GreenUp Service Supplier to the Company. Delivered RECs shall be deposited into GreenUp Service Supplier's subaccount(s) as directed by the GreenUp Service Supplier. Each GreenUp Service Supplier shall be responsible for providing sufficient RECs to comply with its agreements with its Customers and all applicable regulatory requirements, and, subject to those requirements, shall retain the discretion to provide to the Company greater or fewer quantities of RECs during a given Trading Period than required to meet GreenUp Service Supplier's Quarterly Billed Obligation. By the close of such Trading Period, the Company shall deposit into each GreenUp Service Supplier's subaccount(s) the number of RECs actually delivered by GreenUp Service Supplier to the Company during the Trading Period. The GreenUp Service Supplier shall be solely responsible for assuring that sufficient RECs are delivered to each of its subaccounts to meet its contractual obligations to its Customers.

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# 2. <u>Reporting</u>

The Company shall provide to each GreenUp Service Supplier a report, in electronic form, of activity generated from GreenUp Service Supplier's subaccounts on a quarterly basis, as described in Section 3B(7) above. The subaccount activity report shall be provided prior to the start of each Trading Period and shall include load information pertaining to the GreenUp Service Supplier through the prior calendar quarter corresponding to such Trading Period. In providing load information to the GreenUp Service Supplier, the Company shall not be responsible to the GreenUp Service Supplier for any estimating errors associated with the load information nor for any costs, revenue losses, or other losses or damages suffered by the GreenUp Service Supplier in connection with such estimating errors.

In addition, the Company will provide annual reports of each GreenUp Service Supplier's subaccount activities to the NHPUC with a request that the information be treated on a confidential basis under the regulations governing the NHPUC. Where possible, the subaccount activity reports for each GreenUp Service Supplier submitted to the NHPUC shall be based on aggregate data within each subaccount without identification of the Customers served by specific GreenUp Service Suppliers.

### 3. Delivery of RECs

The GreenUp Service Supplier shall transfer to the Company the required number of RECs at least five (5) Business Days prior to the end of a Trading Period. At the same time that the RECs are transferred to the Company, the GreenUp Service Supplier shall also provide to the Company directions to distribute the RECs transferred into the specific GreenUp Service Supplier's subaccounts.

### 4. Disqualification Due to a Material Breach

If the GreenUp Service Supplier commits a material breach of this Section 5, as determined by the NHPUC, such GreenUp Service Supplier shall be barred from providing GreenUp Service in the future, the Company shall discontinue the performance of its GreenUp Service obligations to the breaching GreenUp Service Supplier. The Company shall not be liable to the GreenUp Service Supplier for any revenue losses or other losses or damages suffered by the GreenUp Service Supplier as a result of the GreenUp Service Supplier's disqualification or the Company's discontinuance.

# 5. <u>Responsibilities for REC Deficiency</u>

The Company shall not be responsible to the Customer or the GreenUp Service Supplier for any deficiency between the GreenUp Service Supplier's REC obligations pursuant to this Section 5 and the quantity of RECs actually delivered by the GreenUp Service Supplier to the Company.

Within ten (10) Business Days after receipt from the Company of a GreenUp Service Supplier's quarterly report of subaccount activity, the GreenUp Service Supplier shall make a payment to the New Hampshire Renewable Energy Fund equal to the product of (i) the remaining quantity of RECs necessary to satisfy its obligations to the Company's Customers in the most recent Trading Period less the sum of any excess RECs in any of the three (3) previous Trading Periods times (ii) the applicable alternative compliance payment (as determined by the NHPUC) for New Hampshire Class I RECs.

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#### 6. Distribution Service Interruption

### a) Disconnection of Service

The Company may discontinue Distribution Service to a Customer in accordance with the provisions set forth in its tariffs. The Company shall provide electronic notification, using the "customer usage and billing information" transaction, to the Customer's GreenUp Service Supplier of record upon final billing to the Customer. Upon the discontinuance of Distribution Service to a Customer, the provision of GreenUp Service to the Customer shall also be terminated and a new enrollment transaction shall be required to reinstate GreenUp Service. The Company shall not be liable to the GreenUp Service Supplier for any revenue losses or any other losses or damages suffered by the GreenUp Service Supplier as a result of any such disconnection.

The Customer shall not be subject to disconnection of Distribution Service solely for the nonpayment of GreenUp Service.

#### 7. <u>Metering</u>

### a) <u>Meter Reading</u>

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

### b) <u>Ownership of Metering Equipment</u>

Should a Customer or a GreenUp Service Supplier request a new meter or that a communication device be attached to the existing meter, the Company shall provide, install, test, and maintain the requested metering or communication device. The requested meter or communication device must meet the Company's requirements. The Customer or GreenUp Service 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 shall 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 GreenUp Service Supplier. The Company shall bill the Customer or GreenUp Service Supplier. The Company shall bill the Customer or GreenUp Service Supplier.

#### 3. <u>Billing</u>

# a) <u>Billing Procedure</u>

The Company shall issue a single bill for electric service and GreenUp Service to each Customer receiving GreenUp Service.

The Company shall use the pricing options and rates supplied by the GreenUp Service Supplier to calculate the GreenUp Service Supplier's portion of Customer bills, and integrate the billing relating to the GreenUp Service Supplier with the Company's own billing in a single mailing to the Customer. The Company shall send a "customer usage and billing information" transaction to the GreenUp Service Supplier, in accordance with the rules and procedures set forth in the EBT Standards.

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Upon receipt of Customer payments, the Company shall send a "payment/adjustment" transaction to the GreenUp Service Supplier, in accordance with the rules and procedures set forth in the EBT Standards. Customer revenue due to the GreenUp Service Supplier shall be transferred to the GreenUp Service Supplier in accordance with the Service Agreement entered into between the GreenUp Service Supplier and the Company.

A Customer's payment shall be allocated between the Company and the GreenUp Service Supplier in the following manner: 1) Company arrears; 2) GreenUp Service Supplier arrears; 3) Company current bill; and 4) GreenUp Service Supplier current bill.

No interest will accrue on Customer arrears associated with GreenUp Service.

#### b) <u>Summary Billing</u>

The Company has offered certain of the Company's Customers with multiple electric service accounts a Summary Billing option. Customers who have previously elected this option will have GreenUp Service charges included in their summary bill.

#### 9. Fees

As approved by the NHPUC, the Company shall charge GreenUp Service Suppliers for the Company's costs to produce bill inserts to be distributed at least once per year including incremental postage for separate mailing of marketing information about GreenUp Service, if applicable.

Any billing charges for such costs that are owed by the GreenUp Service Supplier to the Company, which are included in Appendix B, shall be billed to the GreenUp Service Supplier directly. The Company will provide estimates and details for said charges to the GreenUp Service Supplier prior to the commencement of GreenUp Service to a Customer by a GreenUp Service Supplier.

#### 10. Liability and Indemnification

The Company and the GreenUp Service Supplier shall indemnify and hold the other and their respective affiliates, and the directors, officers, employees, and agents of each of them (collectively, "Affiliates") harmless from and against any and all damages, costs (including attorneys' fees), fines, penalties, and liabilities, in tort, contract, or otherwise (collectively, "Liabilities"), resulting from claims of third parties (including, but not limited to, the GreenUp Service Supplier's Customers and the NHPUC) arising, or claimed to have arisen, from the acts or omissions of such party in connection with the performance of its obligations under these T&Cs, the Service Agreement, and related agreements. The Company and the GreenUp Service Supplier shall waive recourse against the other party and its Affiliates for or arising from the non-negligent performance by such other party in connection with the performance of its obligations under these T&Cs, the Service of its obligations under these T&Cs, the Service of its obligations under these T&Cs.

Dated: July 03, 2012 Effective: July 03, 2012 Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

#### Appendix A: Accounting for GreenUp Service Obligations

The implementation of GreenUp Service and the measurement of compliance of GreenUp Service Suppliers' commitments to Customers are achieved through the NEPOOL-GIS. The following provisions set forth the protocol for: (1) calculating each GreenUp Service Supplier's Quarterly Billed Obligation for each of its GreenUp Service offerings and accounting for REC deposits into the GreenUp Service Supplier's subaccount.

Accounting for GreenUp Service Supplier's Quarterly Billed Obligation and REC Deposits into GreenUp Service Supplier's Subaccount:

The accounting process begins with the determination of the GreenUp Service Supplier's sales of GREENUP-RECs at retail to its Customers. The Company will develop a separate product identification and subaccount for each product offering developed by each GreenUp Service Supplier with separate subaccounts for Customers served under Default Service. The Company will provide at the end of each quarter a report to the GreenUp Service Supplier that includes the following information calculated on a current quarter and trailing four quarters basis for each such product offering made by the GreenUp Service Supplier:

- (a) The kilowatthours delivered to the GreenUp Service Supplier's Customers buying the product, as billed and adjusted for transmission and distribution losses;
- (b) The GREENUP RECs billed to the GreenUp Service Supplier's Customers buying the product, as billed and adjusted for transmission and distribution losses (the latter figure is the GreenUp Service Supplier's Quarterly Billed Obligation, which is the quantity of RECs that the GreenUp Service Supplier must deposit to meet the sales included in the subaccount);
- (c) The RECs deposited by the GreenUp Service Supplier in the subaccount; and
- (d) Any excess or deficiency in the subaccount at the time of the report.

Dated: July 03, 2012 Effective: July 03, 2012 Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

### N.H.P.U.C. No. 18 - ELECTRICITY LIBERTY UTILITIES

### Appendix B: Schedule of Fees and Charges

The following fees shall be a part of the Terms and Conditions for GreenUp Service of Granite State Electric Company (the "Company").

Pursuant to the Terms and Conditions for GreenUp Service, the Company may assess the following charges to GreenUp Service Suppliers relating to the provision of GreenUp Service:

# I. <u>Marketing Design and Production Service Charge</u>

The Company may assess a Marketing Design and Production Service Charge for the design of initial marketing materials on behalf of one or more than one GreenUp Service Supplier, including text and logos, approval of the postcard by the U.S. Postal Service, pre-press and printing production. The Marketing Design and Production Service Charge will be charged to and collected from a GreenUp Service Supplier requesting this service prior to the Company providing this service. In the case in which more than one GreenUp Service Supplier is requesting this service, the Marketing Design and Production Service Charge will be allocated equally to each of the GreenUp Service Suppliers requesting the service and will be charged to and collected from the group of GreenUp Service Suppliers prior to the Company providing the service.

# II. Postcard Printing Service Charge

The Company may assess a Postcard Printing Service Charge for the printing and insertion of a bill insert in its bills issued during a billing, on behalf of one or more than one GreenUp Service Supplier. The Postcard Printing Service Charge will be charged to and collected from a GreenUp Service Supplier requesting this service prior to the Company providing this service. In the case in which more than one GreenUp Service Supplier is requesting this service, the Postcard Printing Service Charge will be allocated equally to each of the GreenUp Service Suppliers requesting the service and will be charged to and collected from the group of GreenUp Service Suppliers prior to the Company providing the service.

### III. Shipping Service Charge

The Company may assess a Shipping Service Charge for the shipping cost associated with delivering a bill insert from the printing company to the bill insertion location, on behalf of one or more than one GreenUp Service Supplier. The Shipping Service Charge will be charged to and collected from a GreenUp Service Supplier requesting this service prior to the Company providing this service. In the case in which more than one GreenUp Service Supplier is requesting this service, the Shipping Service Charge will be allocated equally to each of the GreenUp Service Suppliers requesting the service and will be charged to and collected from the group of GreenUp Service Suppliers prior to the Company providing the service.

The Company will not assess a charge for including a GreenUp Service Supplier's information in the Company's *Energy Matters* newsletter.

Dated: July 03, 2012 Effective: July 03, 2012 Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President

# N.H.P.U.C. No. <u>1819</u> - ELECTRICITY LIBERTY UTILITIES

# **GREENUP SERVICE RECOVERY PROVISION**

The GreenUp Service Recovery Adjustment shall collect from customers taking retail delivery service under Granite State Electric Company ("Granite State" or "the Company") rates the GreenUp Service administrative costs incurred by the Company for providing GreenUp Service in accordance with RSA 374-F:3, V(f). The GreenUp Service 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 GreenUp Service Recovery Adjustment in the first year shall include costs to change the Company's billing system to allow billing for GreenUp Service, administrative costs, and no more than \$35,800 in customer outreach and education costs. In subsequent years, the factor shall be established annually based on a forecast of GreenUp Service administrative costs, and shall include a full reconciliation and adjustment for any over- or under-recoveries occurring under the prior year's adjustment. The Company may file to change the factor at any time should significant over- or under-recoveries occur.

Any adjustment of the Greenup Service Recovery Adjustment factor shall be in accordance with a notice filed with the Public Utilities Commission ("Commission") setting forth the amount of the increase or decrease, and the new GreenUp Service 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.

Dated:Dated:March 29, 2013Effective:Effective:April 29, 2013July 03, 2012

Issued by: <u>/s/ Victor D. Del Vecchio</u> Victor D. Del Vecchio Title: President