

## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

### **1. Rates and Charges**

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

### **2. Definitions**

**Adjusted Target Volume ("ATV"):**

The volume of Gas determined by the Company using a Consumption Algorithm and required to be nominated and delivered each Gas Day by the Supplier on behalf of Customers taking non-daily metered Delivery Service.

**Aggregation Pool:**

One or more Customer accounts whose Gas Usage is served by the same Supplier and aggregated pursuant to Part VII, Section 20.6 of this tariff for operational purposes, including but not limited to nominating, scheduling, and balancing Gas deliveries to Designated Receipt Point(s) within the associated Gas Service Area.

**Annual Reassignment Date:** Five (5) Business Days prior to November 1 of each year when the Company reassigns Capacity to Suppliers pursuant to Part VII, Section 11.6 of this tariff.

**Annual TCQ Review:** Process outlined in Part VII, Section 11.3.6 of this tariff pursuant to which the Company reviews Customer TCQ each year.

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**Assignment Date:** Five (5) Business Days prior to the first Gas Day of each month when the Company assigns Capacity to Suppliers pursuant to Part VII, Section 11.4 of this tariff.

**Authorization Number:** A number unique to the Customer generated by the Company and printed on the Customer's bill that the Customer must furnish to the Supplier to enable the Supplier to obtain the

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## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

Customer's Gas Usage information pursuant to Part VII, Section 20.4, and to initiate or terminate Supplier Service as set forth in Part VII, Section 20.5 of this tariff.

**Btu:** See Part II, Section 2.

**Business Day:** Monday through Friday excluding holidays recognized by the Company. Where relevant, a Business Day shall consist of the hours during which the Company is open for business with the public. If any performance date referenced in this Tariff is not a Business Day, such performance shall be the next succeeding Business Day.

**Capacity:** Pipeline Capacity, Storage Withdrawal Capacity, and Peaking Capacity as defined in this tariff.

**Capacity Allocators:** The estimated proportions of the Customer's Total Capacity Quantity that comprise Pipeline Capacity, Storage Withdrawal Capacity and Peaking Capacity.

**Capacity Assigned Customer:** A Customer with a TCQ greater than zero pursuant to Part VII, Section 11.3.2.

**Capacity Exempt Customer:** A Customer assigned a TCQ of zero pursuant to Part VII, Section 11.3.3 or Part VII, Section 11.3.4, or a customer with a TCQ determined to be zero pursuant to Part VII, Section 11.3.2.

**Capacity Mitigation Service:** The service available to Suppliers in accordance with Part VII, Section 11.10.

**Capacity Ratio:** Capacity divided by estimated aggregate Gas Usage of Sales Service Customers on the Peak Day and estimated aggregate Gas Usage of Capacity Assigned Customers on the Peak Day.

**City Gate:** The interconnection between a Delivering Pipeline and the Company's distribution facilities.

**Commodity:** See Gas.

**Company:** Northern Utilities, Inc.

**Company Gas Allowance:** The difference between the sum of all amounts of Gas received into the Company's distribution system (including Gas produced by the Company) and the sum of all amounts

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of Gas delivered from the Company's distribution system divided by said amount of Gas received. Such difference shall include but not be limited to Gas consumed by the Company for its own purposes, line losses, and Gas vented and lost as a result of force majeure, excluding Gas otherwise accounted for.

**Company-Managed Supplies:** Capacity and Supply contracts held and managed by the Company and made available to the Supplier pursuant to Part VII, Section 11.9 of this tariff including Supply-sharing contracts and load-management contracts.

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- Consumption Algorithm:** A mathematical formula used to estimate a Customer's daily consumption.
- Critical Day:** In accordance with Part VII, Section 16 of this tariff, a day declared at any time by the Company in its reasonable discretion when unusual operating conditions may jeopardize operation of the Company's distribution system.
- Customer:** The recipient of Delivery Service whose Gas Usage is recorded by a meter or group of meters at a specific location and who is a customer of record of the Company.
- Daily Baseload:** The Customer's average usage per Gas Day that is assumed to be unrelated to weather.
- Daily Index:** The mid-point of the range of prices as published by Gas Daily under the heading "Daily Price Survey, Midpoint, Citygates, Tennessee/Zone 6 (delivered)" for the relevant Gas Day listed under "Flow date(s)".
- In the event that the Gas Daily index becomes unavailable, the Company shall apply its daily marginal cost of Gas as the basis for this calculation until such time that the NHPUC approves a suitable replacement.
- Dekatherm:** Ten Therms.
- Delivery Point:** The interconnection between the Company's facilities and the Customer's facilities.
- Delivery Service:** See Part II Section 2
- Design Peak Season:** The forecasted Peak Season during which the Company's system experiences the highest aggregate Gas Usage.
- Designated Receipt Point:** For each Customer, the Company designated interconnection between a Transporting Pipeline and the Company's distribution facilities at which point, or such other point as the Company may designate from time to time for operational purposes, the Supplier will make deliveries of Gas for the Customer's account.

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## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

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

**Effective Degree Day:** A measure used to estimate weather-sensitive Gas consumption calculated by subtracting the average temperature for each day from the number 65, plus factoring in wind speed. Each degree day that represents a degree below 65 is considered an Effective Degree Day.

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

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

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

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

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

**Interruptible Delivery Service:** Delivery Service provided to the Customer by the Company on less than a year-round basis, or as local distribution operating conditions permit.

**MMBtu :** One million Btus.

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

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

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

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

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

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

~~Off System Supply: ——— Supplies located outside of Northern's service territory.~~

~~On-System Peaking Capacity Supply: ——— Capacity resources such as Liquefied Natural Gas plants located Supplies sourced from within the Company's Northern's service territory.~~

**Operational Flow Order ("OFO"):** The Company's instructions to the Supplier to take such action as conditions require including, but not limited to, diverting Gas to or from the Company's distribution system pursuant to Part VII, Section 16 of this tariff.

**Peak Day:** The forecasted Gas Day during which the Company's system experiences the highest aggregate Gas Usage.

**Peak Season:** The consecutive months of November to April, inclusive.

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**Peaking Capacity:** Peaking Capacity includes On-System Peaking Capacity and Granite State Gas Transmission, Inc. (“Granite”) capacity not designated as either Pipeline Capacity or Storage Withdrawal Capacity. in addition to upstream pipeline and underground storage Capacity normally used by the Company to meet daily requirements during a Design Peak Season and acquired specifically for the Peak Season.

**Peaking Service:** A Company-managed resource consisting of On-System Peaking Capacity and associated Peaking Supply.

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## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

**Peaking Service Account:** An account whose balance indicates the total volumes of Peaking Service resources available to a Supplier, where the ~~—~~maximum balance in the account shall equal the Peaking Supply assigned to the Supplier pursuant to this tariff.

**Peaking Service Rule Curve:** A system of operational parameters associated with the use of the Company's Peaking Capacity including, but not limited to, indicators of the necessary levels of Peaking Supply that must be maintained in Suppliers' Peaking Service Accounts in order for the Company to meet system demands under Design Peak Season conditions. The Company will communicate, by electronic means as determined by the Company or, in the event of failure of such electronic means, by facsimile or other agreeable alternative means, the Peaking Service Rule Curve as identified in Part VII, Section 14 of this tariff.

**Peaking Supply:** ~~Peaking Supply includes only supply from includes on-system-On-System Peaking Capacity resources located. The aggregate amount of Supply in excess of upstream pipeline and underground storage Supply required to meet the Company's forecasted Supply needs during a Design Peak Season and acquired specifically for the Peak Season.~~

**Peaking Supply Allocator:** An allocation factor that represents the proportion of a Customer's estimated Gas Usage during the Design Peak Season that is generally served with Peaking Service supplies.

**Pipeline Capacity:** Transportation capacity on interstate pipeline systems normally used for deliveries of Gas to the Company's city gates, exclusive of Storage Withdrawal Capacity. Granite capacity may be assigned as Pipeline Capacity when associated with Pipeline Capacity resources upstream of Granite.

**Pre-Determined Allocation:** Instructions from the Supplier to the Company for the method allocation of discrepancies in confirmed Nominations among the Supplier's Aggregation Pools and/or Customers as set forth in the Supplier Service Agreement.

**Rate Schedule:** The schedule of rates included in this tariff.

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**Reference Period:** A period of at least twelve (12) months for which a Customer's Gas Usage information is typically available to the Company.

**Sales Service:** See Part II, Section 2.

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## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

**Seasonal Storage Capacity:** Contracts for Capacity in off-system storage facilities used to accumulate and maintain Gas inventories for re-delivery to the Company's city gates normally during the Peak Season.

**Storage Withdrawal Capacity:** Capacity for the withdrawal of Gas inventories maintained in off-system storage facilities, as well as the Pipeline Capacity used to deliver such Gas to the Company's city gates. Granite capacity may be assigned as Storage Withdrawal Capacity when associated with Storage Withdrawal Capacity resources upstream of Granite.

**Supplier:** See Part II, Section 2.

**Supplier Service:** See Part II, Section 2.

**Supplier Service Agreement:** An agreement, substantially in the form set forth in Appendix B, which must be executed by the Company and a Supplier in order for the Supplier to serve Customers on the Company's system.

**Supply:** See Gas.

**Therm:** See Part II, Section 2

**Total Capacity Quantity ("TCQ"):** The total amount of Capacity assignable to a Supplier on behalf of a Customer.

**Transporting Pipeline:** The interstate pipeline company that transports and delivers Gas to the Designated Receipt Point.

### **3. Character of Service**

3.1 All rates within the Rate Schedule are predicated upon service to a Customer at a single Delivery Point and metering installation, except as otherwise specifically provided by a given rate. Where service is supplied to a Customer at more than one Delivery Point or metering installation, each single Delivery Point or metering installation shall be considered to be a separate Customer for purposes of applying the Rate Schedule, except when a Customer is served through multiple points of delivery or metering installations for the Company's own convenience.

3.2 The Company may refuse to supply service to loads of unusual characteristics

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which, in its sole reasonable judgment, might adversely affect the quality of service supplied to other Customers, the public safety or the safety of the Company's personnel. In lieu of such refusal, the Company may require a

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## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

Customer to install any necessary regulating and protective equipment in accordance with the requirements and specifications of the Company.

### **4. Gas Service Areas And Designated Receipt Points**

- 4.1 There shall be one (1) Gas Service Area defined for purposes of administering Capacity assignments, Nominations, balancing, imbalance trading, and Aggregation Pools pursuant to this tariff. Each such Gas Service Area shall be defined to include the municipalities listed within each such Gas Service Area, as follows:

- (1) Area 1: Northern Utilities' Inc. New Hampshire Gas Service Area

The towns of Dover, Durham, East Kingston, East Rochester, Exeter, Gonic, Greenland, Hampton, Hampton Falls, Kensington, Madbury, Newington, North Hampton, Pelham, Plaistow, Portsmouth, Rochester, Salem, Seabrook, Somersworth, Stratham, and limited areas of Atkinson, Rollinsford and the contiguous territory served by the Company.

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

- (1) Name Transporting Pipeline: Granite State Gas Transmission, Inc.

Names of City Gates: New Salem, Forrester St., ~~Plaistow~~ Sweethill Rd., East Kingston, Exeter West, Epping Rd., ~~Exeter~~ Newfields Rd., Greenland Rt. 151, Ocean Road, Panaway, Hospital Station Borthwick Ave., ~~Portsmouth~~, Pease Development, Gosling Rd., Schiller ~~Varney Brook~~, Newington, Nimble Hill, Dover Point, New Bellamy Lane, Varney Brook.

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### **5. Customer Request for Service From Company**

- 5.1 Application for Delivery Service, Sales Service, or any other service offered by the Company to a Customer will be received by any duly authorized representative or agent of the Company.
- 5.2 Before any service from the Company may commence, the Customer must request such service. A Customer applying for Delivery Service only must also arrange for Supplier Service with a Supplier pursuant to Part VII, Section 20. A

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Customer may act as its own Supplier provided it meets all of the Supplier requirements delineated in Part VII, Section 20.

### **6. Quality and Condition of Gas**

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

### **7. Possession of Gas**

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

### **8. Company Gas Allowance**

- 8.1 The amount of Gas tendered by the Supplier to the Designated Receipt Point will be reduced, upon delivery to the Customer's Delivery Point, by the Company Gas Allowance. The Company Gas Allowance shall be in effect from November 1

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through October 31. Such adjustment shall be recalculated prior to the Company's Peak Season cost of Gas filing with the NHPUC.

### **9. Daily Metered Delivery Service**

#### **9.1 Applicability**

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

9.1.1 All Customers whose service may be interrupted at any time during the year shall be required to take daily metered Delivery Service.

9.1.2 Any Customer, regardless of annual Gas Usage, may elect daily metered Delivery Service.

9.1.3 ~~All Capacity Exempt Customers and any Capacity Assigned~~ Customers ~~taking Delivery Service~~ under Rate Schedules ~~GT-42 and GT-52 wishing to take Delivery Service~~ are required to take Daily Metered Delivery Service. In addition, the Company may require a Customer to take ~~daily~~ ~~Daily metered-Metered~~ Delivery Service if the Company determines that the daily Gas Usage characteristics of the Customer cannot be accurately modeled using the Company's Consumption Algorithm or if the volumes reasonably anticipated by the Company to be used by the Customer are of a size that may materially affect the integrity of the Company's distribution system.

#### **9.2 Delivery Service Provided**

~~This service provides delivery of Customer purchased Gas from the Designated Receipt Point to the Delivery Point on any Gas Day.~~ For Customers taking ~~d~~~~Daily m~~~~Metered~~ Delivery Service ~~under Rate Schedules Rate T-42 and Rate T-52~~, this service provides firm, year-round delivery of Customer purchased Gas from the Designated Receipt Point to the Delivery Point on any Gas Day.

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

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

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- 9.3.3 Nominations for the first Gas Day of a Month shall be submitted to the Company no later than two (2) hours prior to the deadline for first of the Month Nominations of the Transporting Pipeline or such lesser period as determined by the Company. The Company will make available, from time to time, a schedule of Nomination due dates. Nominations on weekends, holidays, and non-business hours will be accepted by the Company on a basis consistent with that utilized for its own operations.
- 9.3.4 The Supplier may make daily Nominations including, but not limited to, changes to existing Nominations, within a given Month no later than two (2) hours prior to the deadline for daily Nominations of the Transporting Pipeline for the Gas Day on which the Nomination is to be effective, or such lesser period as determined by the Company. Nominations on weekends, holidays, and non-business hours will be accepted by the Company on a basis consistent with that utilized for its own operations.
- 9.3.5 The Supplier may make intra-Gas Day Nominations, including but not limited to changes to existing Nominations, within a given Gas Day no later than two (2) hours prior to the intra-Gas Day Nomination deadline for the Transporting Pipeline on which the Nomination is to be effective, or such lesser period as determined by the Company. Intra-Gas Day Nominations on weekends, holidays, and non-business hours will be accepted by the Company on a basis consistent with that utilized for its own operations.
- 9.3.6 Nominations will be conditionally accepted by the Company pending confirmation by the Transporting Pipeline. The Company will attempt to confirm the nominated volume with the Transporting Pipeline. In the event of a discrepancy between the volume nominated to the Company by the Supplier and the volume nominated by the Supplier to the Transporting Pipeline, the lower volume will be deemed confirmed. The Company will allocate such discrepancy based on a predetermined allocation method set forth in the Supplier Service Agreement. If no predetermined allocation method has been established prior to the event of such discrepancy, the Company will allocate the discrepancy on a pro rata basis.
- 9.3.7 Nominations may be rejected, at the sole reasonable discretion of the Company, if they do not satisfy the conditions for Delivery Service in effect from time to time.

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### **9.4 Determination of Receipts**

- 9.4.1 The quantity of Gas deemed received by the Company for the Supplier's Aggregation Pool at the Designated Receipt Point(s) will equal the volume so scheduled by the Transporting Pipeline(s).
- 9.4.2 The Company Gas Allowance will be assessed against receipts pursuant to Part VII, Section 8 of this tariff.

### **9.5 Metering and Determination of Deliveries**

- 9.5.1 The Company shall furnish and install, at the Customer's expense, telemetering equipment and any related equipment for the purpose of measuring Gas Usage at each Customer's Delivery Point. Telemetering equipment shall remain the property of the Company at all times. The Company shall require each Customer to install and maintain, at the Customer's expense, reliable telephone lines and electrical connections that meet the Company's operating requirements. The Company may require the Customer to furnish a dedicated telephone line. If the Customer fails to maintain such telephone lines and electrical connections for fourteen (14) consecutive days after notification by the Company, the Company may discontinue service to the Customer.
- 9.5.2 Should a Customer or a Supplier request that additional telemetering equipment or a communication device be attached to the existing telemetering equipment in addition to that provided pursuant to Part VII, Section 9.5.1, the Company shall install, test, and maintain the requested telemetering equipment or communication device; provided that such telemetering equipment or communication device does not interfere with the operation of the equipment required for the Company's purposes and otherwise meet the Company's requirements. The Customer or Supplier shall provide such telemetering equipment or communication device, unless the Company elects to do so. The Customer or Supplier shall bear the cost of providing and installing the telemetering equipment, communication device, or any other related equipment, and shall have electronic access to the Customer's Gas Usage information. Upon installation, the telemetering equipment or communication device shall become the property of the Company and will be maintained by the Company. The Company shall bill the Customer or Supplier after installation.
- 9.5.3 The Company shall complete installation of telemetering equipment and communication devices, if reasonably possible, within sixty (60) days of

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receiving a written request from the Customer or Supplier provided that

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## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

the Customer completes the installation of any required telephone or electrical connections within ten (10) days of such request.

9.5.4 The Company may, at its sole discretion, bill the Customer on a calendar month or cycle month basis.

### **9.6 Balancing**

9.6.1 The Supplier must maintain a balance between daily receipts and daily Gas Usage within the following tolerances:

Off-Peak Season: The difference between the Supplier's aggregate actual receipts on the Transporting Pipeline to each Gas Service Area and the aggregated Gas Usage of Customers in the Aggregation Pool shall be within 15% of said receipts. The Supplier shall be charged 0.1 times the Daily Index for all differences not within the 15% tolerance.

Peak Season: The difference between the Supplier's aggregate actual receipts on the Transporting Pipeline to each Gas Service Area and the aggregated Gas Usage of Customers in the Aggregation Pool shall be within 10% of said receipts. The Supplier shall be charged 0.5 times the Daily Index for all differences not within the 10% tolerance.

Critical Day(s): The Company will determine if the Critical Day will be aggravated by an under-delivery or an over-delivery, and so notify the Supplier when a Critical Day is declared pursuant to Part VII, Section 16.

### **Critical Day That Will Be Aggravated by Under-delivery.**

Supplier who under-delivers. A Supplier who under-delivers on a Critical Day that will be aggravated by under-delivery shall be charged 5 times the Daily Index for the aggregated Gas Usage of Customers in the Aggregation Pool that exceeds 102% of the Supplier's aggregate actual receipts on the Transporting Pipeline to each Gas Service Area.

Supplier who over-delivers. A Supplier who over-delivers on a Critical Day that will be aggravated by under-delivery

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shall be charged 0.1 times the Daily Index to the extent that  
the difference between the Supplier's aggregate actual

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## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

receipts on the Transporting Pipeline to each Gas Service Area and the aggregated Gas Usage of Customers in the Aggregation Pool exceeds 20% of said receipts [(Receipts - Usage) > (20% x Receipts)].

### **Critical Day That Will Be Aggravated by Over-delivery.**

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

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

Point Specific In the event that the Transporting Pipeline requires its customers to

Balancing: balance on a point-specific basis, the Supplier must balance pursuant to this Section at each Designated Receipt Point.

- 9.6.2 If the Supplier has an accumulated imbalance within a Month, the Supplier may nominate to reconcile such imbalance, subject to the Company's approval, which approval shall not be unreasonably withheld.
- 9.6.3 In addition to the charges set forth in Part VII, Section 9.6.1, the Company shall flow through to the Supplier any pipeline imbalance penalty charges attributable to the Supplier.
- 9.6.4 If, as a result of the Company interrupting or curtailing service pursuant to Part VII, Section 18 of this tariff, the Supplier incurs a daily imbalance penalty due to over-delivery, the Company will waive such penalty for the First Day of the interruption or curtailment period. If the Company has

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issued notice of an interruption or curtailment in service and the Supplier is unable to change its Nomination, or if the Supplier's Gas has been

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## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

delivered to the Designated Receipt Point, then the Company will credit such Gas against the Supplier's imbalance.

- 9.6.5 The Supplier will maintain a balance between receipts at the Designated Receipt Point(s) and the aggregated Gas Usage of Customers in each Aggregation Pool. If the Transporting Pipeline posts notice on its electronic bulletin board that its customers will be required to adhere to a maximum hourly flow rate, the Supplier will be deemed to have notice that maximum hourly flows will be in effect on the Company's distribution facilities as of the same time and for the same period as maximum hourly flows are in effect on the Transporting Pipeline. The Supplier's maximum hourly flow will be established based on an allocation of even hourly flows of daily receipts of Gas scheduled in the relevant period in accordance with the applicable transportation tariff of the Transporting Pipeline. All Gas Usage in excess of the Supplier's maximum hourly flow rate shall be subject to an additional charge of 5 times the Daily Index for each Dekatherm in excess of the Supplier's maximum hourly flow. The Company will notify the Supplier of the Supplier's maximum hourly flow.
- 9.6.6 If, during any fifteen (15) consecutive Gas Days, the Supplier delivers an amount less than 70% of the sum of the aggregated Gas Usage of Customers in the Aggregation Pool in said Gas Days, the Company may declare the Supplier ineligible to nominate Gas for the following thirty (30) Gas Days. The Supplier shall have the opportunity to cure the imbalance with the demonstration of verifiable imbalance trades or otherwise within twenty-four (24) hours of notification by the Company. If the Supplier is declared ineligible to nominate Gas for such 30 Gas Days, the Supplier may be reinstated at the end of the 30 Gas Days, provided it posts security equal to the product of: (1) the maximum aggregate daily Gas Usage of Customers in the Aggregation Pool expressed in MMBtu and (2) \$300. If, within twelve (12) months of the first offense, such Supplier is declared ineligible to nominate Gas pursuant to this Section, the Supplier will be disqualified from service under this tariff for one (1) full year from the time of the second disqualification. If the Supplier defaults on its obligations under this tariff, the Company shall have the right to use such security to satisfy the Supplier's obligations. Such security may be used by the Company to secure Gas, transportation, and storage, and to cover other related costs incurred as a result of the Supplier's default. The security may also be used to satisfy any outstanding claims that the Company may have against the Supplier including imbalance charges, cash-out charges, pipeline penalty charges, and other charges.

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### **9.7 Cash Out**

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

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

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

### **10. Non-Daily Metered Delivery Service**

#### **10.1 Applicability**

Part VII, Section 10 of this tariff applies to Customers taking Delivery Service under Rate Schedules T-40, T-41, T-50, and T-51 that have not elected Daily Metered Delivery Service pursuant to Section 9.1.2 and are not otherwise required to take Daily Metered Delivery Service pursuant to Section 9.1.3 and their Suppliers.

#### **10.2 Delivery Service Provided**

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This service provides firm, year-round delivery of Customer purchased Gas from the Designated Receipt Point to the Delivery Point on any Gas Day for Customers, without the requirement of recording Gas Usage at the Delivery Point on a daily basis. Daily Nominations are calculated by the Company on the basis

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of a Consumption Algorithm and the Supplier is obligated to deliver to the Designated Receipt Point(s) such quantities.

### **10.3 Nominations and Scheduling of Service**

10.3.1 The Supplier is obligated to nominate and deliver the Adjusted Target Volume (“ATV”), as determined in Part VII, Section 10.3.2, to the Designated Receipt Points on every Gas Day for each Aggregation Pool.

10.3.2 The Company shall determine the ATV for each Aggregation Pool of Customers taking non-daily metered Delivery Service for each Gas Day using a Consumption Algorithm. The ATV shall include the Company Gas Allowance. On each Business Day, the Company will communicate, electronically, by facsimile, or by other agreeable alternative means, the forecasted ATV to the Supplier for at least the subsequent four (4) Gas Days. The ATV in effect for any Gas Day shall be the most recent ATV for that Gas Day communicated to the Supplier by the Company. The ATV for a given Gas Day shall not be effective unless it has been communicated to the Supplier at least two (2) hours prior to the Company’s Supplier Nomination deadline for that Gas Day, which shall be at least two (2) hours prior to the deadline for nominations on the Transporting Pipeline, or such lesser period as determined by the Company.

10.3.3 Nominations will be communicated to the Company electronically, by facsimile, or other agreeable alternative means.

10.3.4 Nominations for the first Day of a Month shall be submitted to the Company no later than two (2) hours prior to the deadline for first of the Month Nominations of the Transporting Pipeline or such lesser period as determined by the Company. The Company will make available, from time to time, a schedule of Nomination due dates. Nominations on weekends, holidays, and non-business hours will be accepted by the Company on a basis consistent with that utilized for its own operations.

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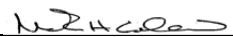
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- 10.3.5 The Supplier shall provide an intra-Month Nomination no later than two (2) hours prior to the deadline of the Transporting Pipeline for the next Gas Day, or such lesser period as determined by the Company. Nominations on weekends, holidays, and non-business hours will be accepted by the Company on a basis consistent with that utilized for its own operations.
- 10.3.6 Nominations will be conditionally accepted by the Company pending confirmation by the Transporting Pipeline. The Company will attempt to

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confirm the nominated volume with the Transporting Pipeline. In the event of a discrepancy between the volume nominated to the Company by the Supplier and the volume nominated by the Supplier to the Transporting Pipeline, the lower volume will be deemed confirmed. The Company will allocate such discrepancy based on a predetermined allocation method set forth in the Supplier Service Agreement. If no predetermined allocation method has been established prior to the event of such discrepancy, the Company will allocate the discrepancy on a pro rata basis. The Company will not confirm any volume nominated by the Supplier in excess of the ATV.

10.3.7 In the event that the Supplier is unable to deliver a confirmed ATV Nomination, the Supplier may make intra-Gas Day Nominations relating to changes to existing Nominations within a given Gas Day no later than two (2) hours prior to the intra-Gas Day Nomination deadline for the Transporting Pipeline on which the Nomination is to be effective, or such lesser period as determined by the Company; provided, however, that the Nomination must be in conformance with the requirements of and must be permitted by the Transporting Pipeline. Intra-Gas Day Nominations on weekends, holidays, and non-business hours will be accepted by the Company on a basis consistent with that utilized by the Company for its own operations. The Company shall not adjust the ATV applied for that Gas Day.

10.3.8 Nominations may be rejected if they do not satisfy the conditions for Delivery Service in effect from time to time.

10.3.9 All quantities of Gas over-delivered or under-delivered to the Company's system in violation of an Operational Flow Order ("OFO") declared by the Company pursuant to Part VII, Section 16 will be subject to the Critical Day provisions of Part VII, Section 10.6.1 of this tariff, and the delivered quantity specified in the OFO will replace the ATV.

### **10.4 Determination of Receipts**

10.4.1 The quantity of Gas deemed received by the Company for the Supplier's Aggregation Pool at the Designated Receipt Point(s) will equal the volume so scheduled by the Transporting Pipeline(s).

10.4.2 The Company Gas Allowance will be assessed against receipts pursuant to Part VII, Section 8 of this tariff.

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### **10.5 Metering and the Determination of Deliveries**

The Company shall record the Customer's Gas Usage at the Delivery Point by making actual meter reads on a monthly or bi-monthly basis. In the event that the Customer's Gas Usage is metered on a bi-monthly basis, the Company shall make available to the Supplier estimates of the Customer's Gas Usage for each of the two billing months.

### **10.6 Balancing**

10.6.1 Any difference between the Supplier's ATV for an Aggregation Pool and the receipts on the Transporting Pipeline to the appropriate Designated Receipt Point(s) will be cashed out by the Company according to the following:

Off-Peak Season: For receipts less than the ATV, the Supplier shall be charged 1.1 times the Daily Index for the difference. For receipts greater than the ATV, the Supplier shall be charged 0.8 times the Daily Index for the difference.

Peak Season: For receipts less than the ATV but greater than or equal to 95% of the ATV, the Supplier shall be charged 1.1 times the Daily Index for the difference. For receipts less than 95% of the ATV, the Supplier shall be charged 1.1 times the Daily Index for the first 5% difference, and the Supplier shall be charged two (2) times the Daily Index for the remaining difference. For receipts greater than the ATV, the Supplier shall be charged 0.8 times the Daily Index for the difference.

Critical Day(s): The Company will determine if the Critical Day will be aggravated by an under-delivery or an over-delivery, and so notify the Supplier when a Critical Day is declared pursuant to Part VII, Section 16.

#### **Critical Day That Will Be Aggravated by Under-delivery**

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

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

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

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

### **Critical Day That Will Be Aggravated By Over-delivery.**

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

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

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

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

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

### **10.7 Cash Out**

10.7.1 The Company shall use a daily cash out calculation to account for imbalances due to differences in forecast versus actual Effective Degree

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Days. Using a Consumption Algorithm, the Company will recalculate the  
ATV for each Aggregation Pool for each Gas Day of the Month,

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## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

substituting actual Effective Degree Days for forecast Effective Degree Days. Daily recalculations shall be compared to the Aggregation Pool's daily ATV, and the difference shall be cashed out at 100% of the Daily Index.

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

(1) During the processing of the June Supplier billings, using the recalculated ATV values described in Section 10.7.1, the Company will compare the sum of the recalculated ATV values for each Aggregation Pool for the six-month period of November 1 through April 30 to the sum of billed usage volumes used by each Aggregation Pool for that same period. The differences shall be cashed out at 100% of the average of the Daily Index weighted by actual degree days over the same period. The Peak period cash-out shall be calculated and provided to Suppliers within 60 days of rendering Supplier billings, in accordance with Section 20.8, for the month of April.

(2) During the processing of the December Supplier billings, using the recalculated ATV values described in Section 10.7.1, the Company will compare the sum of the recalculated ATV values for each Aggregation Pool for the six-month period of May 1 through October 31 to the sum of billed usage volumes used by each Aggregation Pool for that same period. The differences shall be cashed out at 100% of the average of the Daily Index over the same period. The Off-Peak period cash-out shall be calculated and provided to Suppliers within 60 days of rendering Supplier billings, in accordance with Section 20.8, for the month of October.

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

10.7.4 If, during any fifteen (15) consecutive Gas Days, the Supplier delivers an amount less than 70% of the sum of the ATVs of the Aggregation Pool in said Gas Days, the Company may declare the Supplier ineligible to

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nominate Gas for the following thirty (30) Gas Days. The Supplier shall

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

### **11. Capacity Assignment**

#### **11.1 Applicability**

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

#### **11.2 Identification of Capacity for Assignment**

11.2.1 On or before September 15 of each year, the Company shall communicate, by electronic means as determined by the Company or, in the event of failure of such electronic means, by facsimile or other agreeable alternative means, the Capacity to be made available for assignment to Suppliers on each of twelve Assignment Dates beginning in October.

11.2.2 The Company shall identify, by Gas Service Area, the specific contracts and resources for assignment to Suppliers based on the Company's Capacity and resource plans. Such identified contracts and resources shall be used to determine the pro-rata shares of Capacity assignable to a Supplier on behalf of the Customers enrolled in its Aggregation Pool.

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11.2.3 Capacity assigned by the Company may include Company-Managed Supplies ~~pursuant to Part VII, Section 11.9 that effectuate, at maximum tariff rates, the assignment of certain Capacity contracts including Canadian, Federal Energy Regulatory Commission, 15 U.S.C. § 717(e) or Section 7(e) [Part 157 of the FERC regulations (18 C.F.R. part 157)] and other contracts that are not assignable to third parties due to governing tariffs.~~

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

11.3.1 The Company shall establish a Total Capacity Quantity (“TCQ”) for each Customer taking Delivery Service. The TCQ represents the total amount of Capacity assignable to a Supplier on behalf of a Customer.

11.3.2 ~~For a Customer receiving Sales Service on or after March 14, 2000~~ Except as provided in this Part VII, Section 11.3.3 and Section 11.3.4 regarding Capacity Exempt Customers, the TCQ for all Customers taking Delivery Service shall be the Customer’s estimated Gas Usage on the Peak Day, as determined by the Company, multiplied by the Capacity Ratio each ~~October prior to the Customer’s enrollment into Supplier Service.~~ The Company shall derive ~~such~~ estimated Gas Usage on the Peak Day using a Daily Baseload and a Heating Factor based upon the Customer’s historical Gas Usage during the Reference Period, or the best estimates available to the Company should actual Gas Usage information be partially or wholly unavailable. If the Company determines that the daily Gas Usage characteristics of a Daily Metered Delivery Service Customer cannot be accurately modeled using the Company’s Consumption Algorithm, the Company shall review the Customer’s actual historical maximum daily Gas Usage in estimating the Customer’s Gas Usage on the Peak Day.

11.3.3 ~~Existing For a Customers who became exempt from capacity assignment before November 1, 2017, and who either install daily metering by May 1, 2018 in accordance with Part VII, Section 9.1.3 or were already daily metered shall remain as Capacity Exempt Customers with an assigned a that was either receiving Supplier Service (or the equivalent form of service at the time) on March 14, 2000, or had an executed contract for firm transportation service (i.e., the equivalent of Delivery Service) on file with the Company on or before March 14, 2000, the TCQ shall be of~~ zero.

11.3.4 In the event that Sales Service is provided at a new meter location for Gas Usage associated with new construction, the Customer shall become a Capacity Exempt Customer with an assigned TCQ of zero, provided that the Customer initiates Supplier Service within 60 days of the initial gas

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## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

~~flow in accordance with Part VII, Section 20.5 of this tariff and they~~  
~~installs daily metering in accordance with Part VII, Section 9.1.3 except in~~  
(a) ~~— A Customer that was either receiving Supplier Service (or the equivalent~~  
~~form of service at the time) on March 14, 2000, or had a written request on~~  
~~file with the Company on or before March 14, 2000 may elect for its~~  
~~Supplier to accept assignment of its pro-rata share of Capacity as~~  
~~determined by the Company in accordance with Part VII, Section 11.2~~  
~~and, subject to availability, as determined by the Company in its sole~~  
~~reasonable discretion. Such election may be for any portion or the total of~~  
~~the Customer's Gas Usage on the Peak Day. In order to make such~~  
~~election, the Customer must have submitted to the Company, on or before~~  
~~ten (10) days prior to the first Assignment Date prior to the original~~  
~~effective date of this tariff, a completed application for Capacity that is~~  
~~signed by both the Customer and Supplier. All assignments of Capacity~~  
~~made on behalf of such electing Customer shall be executed in accordance~~  
~~with Part VII, Sections 11 and 14 of this tariff as if the Customer had been~~  
~~receiving Sales~~

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## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

- ~~(b) — Service on or after March 14, 2000. Any short-term elective assignment of capacity shall be assigned for a term no longer than one year, and such assignment shall not result in Customer losing its capacity exemption status in the future.~~
- ~~(c) — A Customer that was either receiving Supplier Service (or the equivalent form of service at the time) on March 14, 2000, or had a written request on file with the Company on or before March 14, 2000 may choose for its Supplier to accept assignment of its pro-rata share of the Total Capacity Quantity for longer than one year as determined by the Company in accordance with Part VII, Section 11.2 and, subject to availability, as determined by the Company in its sole reasonable discretion. In order to choose such assignment, the Customer must have submitted to the Company, on or before ten (10) days prior to the first Assignment Date prior to the original effective date of this tariff, a completed application for Capacity that is signed by both the Customer and Supplier. All assignments of Capacity made on behalf of such electing Customer shall be executed in accordance with Part VII, Sections 11 and 14 of this tariff as if the Customer had been receiving Sales Service on or after March 14, 2000. Such request for long-term assignment of capacity shall remain in effect until such time that the Customer returns to Sales Service, and therefore, the Customer shall lose its capacity exemption status.~~

~~For a new Customer taking Supplier Service as its initial service after March 14, 2000, the TCQ shall be zero except in cases where the Customer is a new Customer of record at a meter location where a former Customer of record was subject to assignment of Capacity at received firm service from the Company any time during the preceding twenty-four (24) months, in which case in which case the TCQ established by the Company for the former Customer shall become the TCQ for the new Customer. The Company may reduce or increase said TCQ ~~value~~ for the new Customer, if, in its sole reasonable discretion, the Company determines that the old Customer's TCQ ~~exceeds~~ differs materially from the new Customer's estimated future consumption on the Peak Day.~~

### **11.3.5**

~~In the event that Sales Service is provided at a new meter location for Gas Usage associated with new construction, the TCQ shall be zero, provided that the Customer initiates Supplier Service upon the completion of said new construction in accordance with Part VII, Section 20.5 of this tariff.~~

~~Any new Customer taking Supplier Service as its initial service and whose TCQ is zero may at a later time either: (a) elect assignment of capacity for any portion or the total of the Customer's Gas Usage on the Peak Day for~~

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## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

~~a period no longer than one year or; (b) choose long term permanent  
assignment of capacity, either of which is subject to the Company~~

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## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

~~accepting such request, in accordance with Part VII, Section 11.3.4. Any request for, and associated assignment of capacity for a term no longer than one year shall not result in Customer losing capacity exemption status in the future. Any request for assignment of Capacity for a term greater than one year shall become a permanent assignment and remain in effect until such time that the Customer returns to Sales Service. In order to either make such short-term election or choose permanent assignment of capacity, the Customer must have submitted to the Company, on or before ten (10) days prior to the first Assignment Date prior to the original effective date of this tariff, a completed application for Capacity that is signed by both the Customer and Supplier. All assignments of Capacity made on behalf of such electing Customer shall be executed in accordance with Part VII, Sections 11 and 14 of this tariff as if the Customer had been receiving Sales Service on or after March 14, 2000.~~

11.3.5 Any Capacity Exempt Customer who commences Sales Service pursuant to Part VII, Section 13.2 will lose their capacity exempt status if they subsequently return to Delivery Service.

11.3.6 ~~Once the Company shall establish~~ a TCQ for ~~each a~~ Customer pursuant to ~~this~~ Part VII, Section 11.3.2, ~~which it~~ shall remain in effect from November 1 through October 31 each year for the purpose of determining the Customer's pro-rata shares of Capacity until such time that the Customer returns to Sales Service. The Company shall recalculate each Customer's TCQ annually in accordance with Section 11.3.2 and issue new TCQ for the upcoming November 1 through October 31 period for those Customers who have newly calculated TCQ higher or lower than the prior TCQ by more than five percent (5%). Those Customers who have a newly calculated TCQ that differs by five percent (5%) or less from the prior TCQ shall retain their prior TCQ for the upcoming November 1 through October 31 period. On or before August 1 of each year, the Company shall complete the Annual TCQ Review and provide each Supplier with the TCQ values that will be in effect for each of their Customers during the upcoming November 1 through October 31 period. establish a new TCQ value for the Customer pursuant to Part VII, Section 11.3.2 if the Customer again elects to take Supplier Service after returning to Sales Service, unless otherwise established herein.

11.3.7 The Company shall determine the pro-rata shares of Pipeline Capacity, Storage Withdrawal Capacity, and Peaking Capacity assignable to a Supplier on behalf of a Customer as the product of the Customer's TCQ times the applicable Capacity Allocators. The Capacity Allocators for

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## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

each class of Customers billed under the Company's Rate Schedule shall be set forth annually in Appendix C to this tariff.

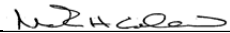
11.3.8 The Company shall determine the pro-rata share of Seasonal Storage Capacity assignable to a Supplier on behalf of a Customer consistent with the tariffs governing the associated Storage Withdrawal Capacity.

11.3.9 The Company shall determine the pro-rata shares of Peaking Supply assignable to a Supplier in accordance with Part VII, Section 14 of this tariff.

### **11.4 Capacity Assignments**

11.4.1 On each Assignment Date, the Company will assign to the Supplier the pro-rata shares of Capacity on behalf of each Customer as determined by the Company in accordance with Part VII, Sections 11.2, 11.3 and 11.7.

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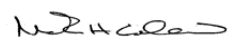
## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

- (a) The total amount of Pipeline Capacity, Storage Withdrawal Capacity, and Peaking Capacity assigned to the Supplier on behalf of the Customers in an Aggregation Pool shall be at least equal to the cumulative sum of the pro-rata shares of Pipeline Capacity, Storage Withdrawal Capacity, and Peaking Capacity for all Customers enrolled in said Aggregation Pool as of five (5) Business Days prior to the Assignment Date.
- (b) Storage Withdrawal Capacity shall be subject to Operational Flow Orders that are issued by the Company pursuant to Part VII, Section 16 of this tariff, in the event that the Company requires the Supplier to deliver or to store quantities of Gas for the purposes of managing system imbalances and maintaining Delivery Service. Whenever the Company assigns incremental Storage Withdrawal Capacity to the Supplier, the Company shall also assign to that Supplier additional Seasonal Storage Capacity pursuant to Part VII, Section 11.8.
- (c) The Peaking Capacity assigned to the Supplier shall establish the Maximum Daily Peaking Quantity ("MDPQ") for the Aggregation Pool in the Supplier's Service Agreement. In the event that the Company increases a Supplier's MDPQ, the Company shall also assign to that Supplier additional Peaking Supply pursuant to Part VII, Section 14.

11.4.2 The Company shall execute Capacity assignments in increments of 200 MMBtus. The Supplier shall accept an initial increment of Capacity on the first Assignment Date when the sum of the pro-rata shares of Capacity assigned to the Supplier pursuant to Part VII, Section 11.4.1 exceeds 150 MMBtus. The Supplier shall accept additional increments of Capacity on the following Assignment Dates commensurate with any cumulative increase in the sum of pro-rata shares of Capacity assigned to the Supplier, as rounded to the nearest 200 MMBtus. Each increment of Capacity accepted by the Supplier shall comprise Pipeline Capacity, Storage Withdrawal Capacity, and Peaking Capacity in proportion to the cumulative increase of the pro-rata shares of assigned Capacity as established in accordance with Part VII, Section 11.4.1. Part VII, Section 11.4.2 shall not apply to a Customer that is acting as its own Supplier.

11.4.3 If a Customer is acting as its own Supplier, the Company shall assign Capacity to the Customer in an amount equal to the Customer's TCQ, as established pursuant to Part VII, Section 11.3.

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## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

### **11.5 Release of Contracts**

11.5.1 With the exception of Company-Managed Supplies and **On-System** Peaking Capacity, Capacity contracts shall be released by the Company to the Supplier, at the maximum tariff rate or lesser rate paid by the Company and including all surcharges, through pre-arranged Capacity releases, pursuant to applicable laws and regulations and the terms of the governing tariffs **and contracts**.

11.5.2 Capacity contracts released to a Supplier on an Assignment Date shall be released for a term beginning on the first Gas Day of the Month following the Assignment Date through the expiration date of the respective capacity contract being assigned.

11.5.3 The Company reserves the right to adjust releases of Storage Withdrawal Capacity in the event that fifty percent (50%) or more of the total Storage Withdrawal Capacity serving a Gas Service Area has been assigned to Suppliers. Such adjustments may include, but are not limited to, the reassignment of certain Storage Withdrawal Capacity as Company-Managed Supplies in order for the Company to maintain operational control over Capacity resources associated with system balancing, and/or the retention of specific Capacity resources associated with system balancing and the implementation of a balancing charge to offset the associated costs.

### **11.6 Annual Reassignment of Capacity**

11.6.1 On each Annual Reassignment Date, the Company shall adjust the Capacity assignments previously made to a Supplier to conform with the Company's resource and requirements plans **and any changes in the amount of Capacity to be assigned to a Supplier pursuant to the Annual TCQ Review**. Such previously assigned Capacity shall be replaced by the assignment to the Supplier of the pro-rata shares of the same or similarly situated Capacity on behalf of the Customers enrolled in the Supplier's Aggregation Pools (as of the first Gas Day of the Month following the Annual Reassignment Date).

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## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

- 11.6.2 If the reassignment of Storage Withdrawal Capacity requires adjustments to the Seasonal Storage Capacity previously assigned to a Supplier, the Company shall reassign Seasonal Storage Capacity to such Supplier, and the Company and the Supplier shall address any associated increments and decrements to inventories in place pursuant to Part VII, Section 11.8 of this tariff.
- 11.6.3 If the reassignment of Peaking Capacity requires adjustments to the MDPQ for the Supplier's Aggregation Pool, the Company shall reassign Peaking Supply to such Supplier, and the Company and the Supplier shall

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## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

address any associated increments and decrements to supplies pursuant to Part VII, Section 14 of this tariff.

### **11.7 Recall of Capacity**


11.7.1 If the pro-rata shares of Capacity assignable to a Supplier decline because one or more of the Supplier's Customers has returned to Sales Service, the Company shall have the right, but not the obligation, to recall from the Supplier the pro-rata shares of Capacity previously assigned to the Supplier on behalf of such Customers. The decision on whether to exercise its Capacity-recall rights shall be made by the Company in its sole reasonable discretion. If the Company elects to recall Capacity from a Supplier pursuant to this Section, such recall shall be made on the Assignment Date following the effective date of the Customer's return to Sales Service. Notwithstanding the foregoing, in the following circumstances the Company shall be required to recall Capacity associated with Customers returning to Sales Service:

- (a) The Supplier returning the Customers to Sales Service certifies that it is ceasing all business operations in New Hampshire;
- (b) The Supplier returning the Customers to Sales Service certifies that it will no longer offer service to a particular market sector (e.g., small commercial and industrial Customers) and, therefore, once such Customers are returned to Sales Service, the Supplier is not eligible to re-enroll Customers of that type; or
- (c) The Supplier demonstrates that it has provided Supplier Service to the Customer for a 12-month period, and for a period of no less than any 12-month increment, prior to the Customer's return to Sales Service.

11.7.2 If the Company elects to recall Storage Withdrawal Capacity from the Supplier pursuant to this Section, the Company shall reduce the Seasonal Storage Capacity associated with the affected Aggregation Pool in accordance with Part VII, Section 11.8 of this tariff. If the Company elects to reduce the MDPQ in the Supplier Service Agreement, the Company shall reduce the Peaking Supply associated with the affected Aggregation Pool in accordance with Part VII, Section 14 of this tariff.

11.7.3 In the event that a Customer in a Supplier's Aggregation Pool switches to another Supplier, the Company shall recall from the former Supplier said

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Customer's pro-rata shares of Capacity for reassignment to the new Supplier pursuant to Part VII, Section 11.4. There shall be no change in

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## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

the Customer's TCQ used to determine the Customer's pro-rata shares of Capacity for reassignment to the new Supplier. The recall of such Capacity from the Customer's former Supplier and the assignment of Capacity to the new Supplier shall be made on the Assignment Date following the effective date of the Customer's switch in Suppliers.

- 11.7.4 If the Company recalls Storage Withdrawal Capacity from the Customer's former Supplier, the Company shall reduce the Seasonal Storage Capacity associated with the affected Aggregation Pool in accordance with Part VII, Section 11.8 of this tariff. If the Company reduces the MDPQ in the Customer's former Supplier's Service Agreement, the Company shall also reduce the Peaking Supply associated with the affected Aggregation Pool in accordance with Part VII, Section 14 of this tariff.
- 11.7.5 The recall of Capacity by the Company shall entail the recall of released contracts pursuant to governing tariffs and/or the reduction in assigned quantities set forth in the Supplier Service Agreement. The recall of Capacity shall be executed in decrements of 200 MMBtus, commensurate with the cumulative reduction in the pro-rata shares of Capacity assigned to the Supplier, rounded to the nearest 200 MMBtus. Each decrement of Capacity assigned to the Supplier shall comprise Pipeline Capacity, Storage Withdrawal Capacity, and Peaking Capacity in proportion to the cumulative decrease in the pro-rata shares of Capacity recalled from the Supplier.
- 11.7.6 In the event that a Supplier is declared ineligible to nominate Gas for thirty (30) Gas Days pursuant to Part VII, Sections 9.6.6 or 10.7.4 of this tariff, the Company shall have the right to recall any or all Capacity assigned to said Supplier. If the Supplier is reinstated at the end of such 30 Gas Days, the Company shall reassign Capacity to the Supplier on the next Assignment Date pursuant to Part VII, Sections 11.4 and 11.5. There shall be no change in the TCQ values used to determine the Supplier's Customers' pro-rata shares of Capacity for reassignment.
- 11.7.7 In the event that a Supplier is disqualified from service for one (1) full year pursuant to Part VII, Sections 9.6.6 or 10.7.4 of this tariff, the Company shall have the right to recall any or all Capacity assigned to said Supplier. If the Supplier is reinstated at the end of such period, the Company shall reassign Capacity to the Supplier on the next Assignment Date pursuant to Part VII, Sections 11.4 and 11.5

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## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

11.7.8 In the event that the Supplier fails to meet the applicable registration and licensing requirements established by law or regulation, fails to satisfy the requirements and practices as set forth in Part VII, Section 20.3 of this

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## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

tariff, fails to be and remain an approved shipper on the upstream pipelines and underground storage facilities on which the Company will assign capacity, fails to make timely payment under the assigned contracts, or fails to comply with or perform any of the obligations on its part established in this tariff or in the Supplier Service Agreement, the Company shall have the right to recall permanently any or all Capacity assigned to said Supplier. This section shall also apply to a Customer acting as its own Supplier.

11.7.9 The Supplier shall forfeit its rights to Capacity recalled by the Company pursuant to this Section. Such forfeiture shall be effected in accordance with applicable laws and regulations and the governing tariffs. In the event of Capacity forfeiture pursuant to this Section, the Supplier shall be responsible to compensate the Company for any payments due under the contracts prior to forfeiture, as well as any interest due thereon. The Company will not exercise discretion in the application of the forfeiture provisions of this Section. This section shall also apply to a Customer acting as its own Supplier.

### **11.8 Seasonal Storage Capacity**

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

11.8.2 If the Company assigns Seasonal Storage Capacity to a Supplier pursuant to Part VII, Section 11.8.1 above, the Company shall transfer in-place Gas inventories to the Supplier. The quantity of inventories to be transferred from the Company to the Supplier shall be determined by multiplying the incremental Seasonal Storage Capacity assigned to the Supplier on the Assignment Date times the applicable storage inventory percentage described in Part VII, Section 11.8.5. The Supplier shall be charged the Company's weighted average cost of inventories in off-system storage facilities for each Dekatherm transferred from the Company to the Supplier. The Company shall communicate, by electronic means as determined by the Company or, in the event of failure of such electronic means, by facsimile or other agreeable alternative means, the Company's weighted average cost of inventories, by Gas Service Area, at least two Business Days prior to each Assignment Date.

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11.8.3 In the event that the Company recalls Storage Withdrawal Capacity from the Supplier pursuant to Part VII, Section 11.7, the Company shall also

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## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

recall Seasonal Storage Capacity from the Supplier. The Company shall determine the total Seasonal Storage Capacity to be recalled from the Supplier in accordance with the tariffs governing the Storage Withdrawal Capacity returned to the Company.

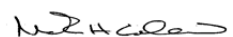
11.8.4 If the Company recalls Seasonal Storage Capacity from a Supplier pursuant to Part VII, Section 11.8.3, the Supplier shall transfer in-place Gas inventories to the Company. The quantity of inventories to be transferred from the Supplier to the Company shall be determined by multiplying the decremental Seasonal Storage Capacity times the applicable storage inventory percentage described in Part VII, Section 11.8.5. The Supplier shall be reimbursed at the Company's weighted average cost of inventories in off-system storage facilities as of the Assignment Date, for each Dekatherm transferred from the Supplier to the Company. The Company shall communicate, by electronic means as determined by the Company or, in the event of failure of such electronic means, by facsimile or other agreeable alternative means, the Company's weighted average cost of inventories, by Gas Service Area, at least two (2) Business Days prior to each Assignment Date.

11.8.5 Seasonal storage inventory percentages shall represent the amount of Seasonal Storage Capacity in each assigned storage resource that is assumed to be filled with inventories as of the first Gas Day of the month following the Assignment Date. Each September, the Company shall communicate, by electronic means as determined by the Company or, in the event of failure of such electronic means, by facsimile or other agreeable alternative means, the storage inventory percentages for each resource that shall be applied to incremental or decremental Seasonal Storage Capacity assignments executed on each of the twelve (12) Assignment Dates beginning in October.

### **11.9 Company-Managed Supplies**

11.9.1 The Company shall provide access to and ascribe cost responsibility for the pro-rata shares of certain Capacity contracts including any Pipeline Capacity, Seasonal Storage Capacity or Storage Withdrawal Capacity, which cannot be delivered to the Company's system or is under Canadian, Federal Energy Regulatory Commission, 15 U.S.C. § 717(e) or Section 7(e) [Part 157 of the FERC regulations (18 C.F.R. part 157)], and other contracts that are not assignable-releasable to third-parties, and to Peaking Service pursuant to Part VII, Section 14.

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11.9.2 The Supplier's Service Agreement shall set forth the quantity of each Company-Managed Supply assigned to the Supplier pursuant to Part VII, Sections 11.4 and 11.8.

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## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

- 11.9.3 The Company shall notify the Supplier of the conditions and/or restrictions on the use of Company-Managed Supplies pursuant to the tariffs and contracts governing the resources.
- 11.9.4 The Company shall invoice the Supplier for its pro-rata shares of the demand charges, net of asset management revenue, if any, for Capacity contracts assigned to the Supplier as Company-Managed Supplies. The Company shall also flow through to the Supplier all costs, including Supply costs, incurred from the utilization of Company-Managed Supplies on behalf of the Supplier.
- 11.9.5 The Company shall nominate quantities to the Transporting Pipeline and/or other interstate pipelines and off-system storage operators on behalf of Suppliers to which the Company has assigned Company-Managed Supplies, provided that the requested Nomination conforms to the tariffs or agreements governing the resource. The Supplier shall communicate its desired Nomination quantities to the Company subject to the provisions in Part VII, Sections 9.3 and 10.3 of this tariff.

### **11.10 Capacity Mitigation Service**

- 11.10.1 Capacity Mitigation Service is available to Suppliers that have been assigned Capacity pursuant to Part VII, Section 11 of this tariff. Such Suppliers shall have the option to take Capacity Mitigation Service from the Company for contracts that would otherwise be released to the Supplier in accordance with this tariff.
- 11.10.2 Within five (5) Business Days prior to the Annual Reassignment Date, the Supplier must designate those contracts that would otherwise be released to the Supplier pursuant to Part VII, Section 11.5, as contracts to be managed by the Company for cost mitigation in accordance with the Company's Capacity Mitigation Service. Such designation will be effective for the period November 1 through October 31. Such notice shall be communicated in accordance with the Supplier's Service Agreement.
- 11.10.3 The Supplier shall pay to the Company the maximum-tariff rate or lesser rate paid by the Company, including all surcharges, for the Capacity contracts that are retained and managed by the Company. The Company shall bill the Supplier monthly for such charges.
- 11.10.4 The Company will market Capacity contracts designated by Suppliers for mitigation through the Capacity Mitigation Service. The Supplier

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shall receive a credit on its bill for Capacity Mitigation Service equal to the pro-rata share of the proceeds earned from the Company in exchange

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## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

for such contract management. Such credit shall be determined on a contract-specific basis at the end of each Month and will be included in the bill sent to the Supplier in the following Month.

### **12. Billing and Security Deposits**

12.1 The Customer shall be responsible for all charges for service furnished by the Company under the Company's applicable rates, as filed from time to time with the NHPUC, from the time service is commenced until it is terminated. The Company shall provide a single bill, reflecting unbundled charges, to Customers for Sales Service.

12.2 The Company shall offer two billing service options to Customers taking only Delivery Service: standard complete billing service and standard passthrough billing service. The Supplier shall inform the Company of the selected billing option in accordance with the provisions set forth in Part VII, Section 20.5.

#### **12.2.1 Standard Complete Billing Service**

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

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

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

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

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## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

### **12.2.2 Standard Passthrough Billing Service**

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

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

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

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

12.4 Customer acting as its own Supplier will be subject to the billing and payment requirements in Part VII, Section 20.8 of this tariff.

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

### **13. Sales Service**

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

13.2 A Customer receiving Sales Service ~~on March 14, 2000~~ shall continue to receive Sales Service unless the Customer elects to take Supplier Service and until such time that Supplier Service is initiated for the Customer in accordance with Part VII, Section 20.5 of this tariff. If the Customer terminates Supplier Service, if a Supplier terminates service to the Customer, ~~or~~ if the Customer's designated Supplier becomes ineligible to serve the Customer pursuant to Part VII, Sections 9.6.6, 10.7.4, or 20.3 of this tariff, or if the Customer is no longer receiving Supplier Service for any other reason, the Company will provide Sales Service to the Customer so long as providing Sales Service to such Customer would not jeopardize the reliability of the system, in which case p. Pursuant to Part VII,

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Section 20.5 of this tariff, the Company will initiate Sales Service for the Customer and will provide Sales Service to the

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## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

— Customer until such time that Supplier Service is initiated for the Customer by a new Supplier, consistent with the requirements of Section 13.3 and Section 13.4.

~~13.3—Any Customer whose Supplier has been assigned Capacity on behalf of said Customer pursuant to Part VII, Section 11 of this tariff may elect to return to Sales Service if the Customer is no longer receiving Supplier Service. If necessary, the Company will initiate Sales Service for the Customer pursuant to Part VII, Section 20.5 of this tariff and will provide the Customer with Sales Service until such time that Supplier Service is initiated for the Customer by a new Supplier. The Company will provide Sales Service to said Customer up to a maximum daily level of Gas Usage not to exceed the Total Capacity Quantity (“TCQ”) of recallable Capacity assigned to the Customer’s former Supplier.~~

~~13.4—In the event that a Supplier that has been assigned Capacity on behalf of a Customer pursuant to Part VII, Section 11 of this tariff terminates Supplier Service to the Customer, the Customer may select another Supplier. If necessary, the Company will initiate Sales Service for the Customer pursuant to Part VII, Section 20.5 of this tariff and will provide the Customer with Sales Service until Supplier Service is initiated for the Customer by a new Supplier. The Company will provide Sales Service to the Customer up to a maximum daily level of Gas Usage not to exceed the TCQ of recallable Capacity assigned to the Customer’s former Supplier.~~

~~13.5—In the event that a Supplier that has been assigned Capacity on behalf of a Customer pursuant to Part VII, Section 11 of this tariff becomes ineligible to serve the Customer pursuant to Part VII, Sections 9.6.6, 10.7.4, or 20.3 of this tariff, the Company will provide the Customer with Sales Service up to a maximum daily level of Gas Usage not to exceed the TCQ of recallable Capacity assigned to the Customer’s Supplier.~~

~~13.6—The Company shall be under no obligation to provide Sales Service to a Customer at a maximum daily level in excess of the TCQ of recallable Capacity assigned to a Supplier on behalf of the Customer. The Company may elect to provide Sales Service to the Customer if, and to the extent that, adequate system Capacity and Supplies are available and upon the same terms and subject to the same conditions as any new Customer seeking to take Sales Service.~~

~~13.7—Any Customer switching from Firm Delivery Service to Sales Service after June 30, 2006, shall pay a Re-Entry Fee for twelve (12) months beginning with the first billing month cycle on Sales Service. The monthly Re-Entry Fee shall be based on the Customer’s portion of Peak Day Gas Usage that has no associated Capacity assignment times 25% of the Company’s then-current monthly component of the~~

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## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

~~November through October annual average unit capacity cost. Such annual average unit capacity cost shall be determined once a year, prior to November 1.~~

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## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

~~Any Customer who switches to Sales Service shall be required to remain on Sales Service for a minimum of one year.~~

13.3 Any Capacity Assigned Customer returning from Delivery Service to Sales Service shall be required to remain on Sales Service through the following April 30 and shall also pay the Re-entry Surcharge as set out in Part VII, Appendix D through the following April 30. Following this period of remaining on Sales Service and paying the Re-entry Surcharge, the Customer may once again initiate Supplier Service. The Re-entry Surcharge is a Usage based (per Therm) charge in addition to the Cost of Gas (COG) Adjustment that applies to all Gas Usage. The Re-entry Surcharge will be revieweddetermined during COG proceedings, will be set separately for the Winter Period and Summer Period, and may be subject to monthly updates in a manner similar to changes in the COGas approved by the NHPUC.

The Re-entry Surcharge will equal zero except for charges to offset any prior period over-collection, credit or refund reflected in the COG, and shall not be negative. No reductions to the Re-entry Surcharge shall be made to offset prior period under-collections reflected in the COG.

13.4 Any Capacity Exempt Customer switching from Delivery Service to Sales Service shall be required to remain on Sales Service through the following April 30 and shall also pay the Conversion Surcharge as set out in Part VII, Appendix D through the following April 30. Following this period of remaining on Sales Service and paying the Conversion Surcharge, the Customer may once again initiate Supplier Service, however pursuant to Section 11.3.5 the Customer will become subject to assignment of Capacity and a TCQ will be established according to Section 11.3.2. The Conversion Surcharge is a Usage based (per Therm) charge in addition to the COG that applies to all Gas Usage. The Conversion Surcharge will be revieweddetermined during COG proceedings, will be set separately for the Winter Period and Summer Period, and ismay be subject to monthly updates in a manner similar to changes in the COGas approved by the NHPUC.

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## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

The Conversion Surcharge reflects the positive difference, if any, between the estimated cost of providing supply to Capacity Exempt Customers that switch to Sales Service and the effective COG, shall include charges to offset any prior period over-collection, credit or refund reflected in the COG, and shall not be negative. No reductions to the Conversion Surcharge shall be made to offset prior period under-collections or ~~surcharge~~ surcharges reflected in the COG. During the Winter Period, the Conversion Surcharge for high load factor customers will always be greater than or equal to the difference between high load factor (G-50, G-51, G-52) and low load factor (G-40, G-41, G-42) COG rates. During the Summer Period, the Conversion Surcharge will equal the Re-entry Surcharge.

### **14. Peaking Service**

#### **14.1 Applicability**

Part VII, Section 14 of this tariff applies to all Suppliers, and to all Customers acting as their own Supplier, that have been assigned, ~~or have elected to be assigned~~, Capacity on behalf of themselves or Customers in their Aggregation Pools pursuant to Part VII, Section 11 of this tariff.

#### **14.2 Character of Service**

14.2.1 Peaking Service shall be provided by the Company subject to an executed Supplier Service Agreement that sets forth the Maximum Daily Peaking Quantity (“MDPQ”) and the assigned Peaking Supply for each of the Supplier’s Aggregation Pools.

14.2.2 The Company shall provide quantities of Gas, at the Supplier’s request, from the Supplier’s Peaking Service Account as established in accordance with Part VII, Section 14.4. Such quantities shall be deemed delivered by the Company and received by the Company at the Designated Receipt Point(s) for the Aggregation Pool. Peaking Service shall be firm and available to the Supplier each Gas Day in accordance with the balance of the Supplier’s Peaking Service Account and the parameters of the Company’s Peaking Service Rule Curve.

#### **14.3 Rates and Charges**

14.3.1 The applicable rates for Peaking Service shall be established in the Company’s tariff. The Supplier shall pay a peaking demand charge based on its MDPQ of assigned Peaking Capacity as billed by the Company for the Peak Season. Such unit demand charge shall be equal to the total Capacity costs and other fixed costs associated with the Company’s

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

- 14.3.2 The Supplier shall pay a Commodity charge equal to the estimated weighted average cost of peaking supplies, including fuel retention and carrying charges. The Company shall communicate electronically, by facsimile or by other agreeable alternative means the Company's estimated weighted average cost of peaking supplies by the 15<sup>th</sup> of the

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## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

month preceding the next Assignment Date. The Commodity charge will be multiplied by the volumes of Peaking Service Gas nominated by the Supplier during each Month.

### **14.4 Peaking Supply**

14.4.1 The Customer's portion of the Peaking Supply that shall be assigned to the Supplier on behalf of the Customer shall be equal to the Peaking Supply multiplied by the ratio of the Customer's MDPQ to the aggregate MDPQ of the total system.

14.4.2 On each Assignment Date, the Company shall assign Peaking Supply to a Supplier whose MDPQ has been increased pursuant to Part VII, Section 11.4. If the Company assigns incremental Peaking Supply to a Supplier, the Company shall credit the balance of the Supplier's Peaking Service Account for volumes available through October 31 in accordance with the Peaking Service Rule Curve. The amount credited to the Supplier's Peaking Service Account shall be determined by multiplying the incremental Peaking Supply by the peaking inventory percentage described in Part VII, Section 14.4.5.

14.4.3 On each Assignment Date, the Company shall recall Peaking Supply from a Supplier whose MDPQ has been decreased pursuant to Part VII, Section 11.7. The Company shall determine the Supplier's total Peaking Supply for recall to be equal to the difference between the cumulative total Peaking Supply assigned to the Supplier as of the previous Assignment Date and the total Peaking Supply that is assignable to the Supplier in accordance with Part VII, Section 14.4.1 above.

14.4.4 If the Company recalls Peaking Supply from a Supplier pursuant to Part VII, Section 14.4.3, the Company shall debit the balance of the Supplier's Peaking Service Account for volumes available through October 31 in accordance with the Peaking Service Rule Curve. The amount debited from the Supplier's Peaking Service Account shall be determined by multiplying the decremental Peaking Supply by the peaking inventory percentage described in Part VII, Section 14.4.5.

14.4.5 The peaking inventory percentage shall represent the level of Peaking Supply assumed to be available to a Supplier in its Peaking Service Account as of the first Gas Day of the Month following the Assignment Date for incremental and decremental assignments of Peaking Supply. Each September, the Company shall communicate electronically, by facsimile or by other agreeable alternative means the Peaking Inventory Percentages that shall be applied to incremental or decremental Peaking

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## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

Supply assignments executed on each of the twelve (12) Assignment Dates beginning in October.

14.4.6 On each Annual Reassignment Date, the Company shall reset the balance in the Supplier's Peaking Service Account to equal the total Peaking Supply assignable to the Supplier on behalf of Customers enrolled in its Aggregation Pool (as of the first Gas Day of the Month following the Annual Reassignment Date) as determined in accordance with Part VII, Section 14.4.1 above.

### **14.5 Nomination of Peaking Service**

14.5.1 The Supplier shall nominate with the Company the quantity of Peaking Supply, not in excess of the amount determined pursuant to Part VII, Section 14.4.2, that the Supplier desires to be provided from its Peaking Service Account for the applicable Gas Day. For an Aggregation Pool of Customers taking daily metered Delivery Service, the notice given by the Supplier to the Company for an applicable Gas Day shall be made in accordance with Part VII, Section 9.3 of this tariff. For an Aggregation Pool of Customers taking non-daily metered Delivery Service, the notice given by the Supplier to the Company for an applicable Gas Day shall be made in accordance with Part VII, Section 10.3 of this tariff.

14.5.2 In response to a valid Nomination for Peaking Service, the Company shall provide the requested quantity of Gas, which shall be deemed to be delivered by the Company and received by the Company at the Designated Receipt Point(s) of the Supplier's Aggregation Pool, subject to the limitations herein. Nominated quantities shall be included in the determination of receipts at the Designated Receipt Point(s) for the Supplier's Aggregation Pool, which factors into the daily balancing provisions set forth in this tariff.

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## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

14.5.3 The Company may reject a Supplier's Nomination for Peaking Service if the nominated quantity would cause the balance of the Supplier's Peaking Service Account to fall to a level that is 10% or more below the minimum allowable account balance for the Month in which the Nomination is requested, as computed in accordance with the Peaking Service Rule Curve. Under such circumstances, the Company shall require the Supplier to nominate the pipeline and/or storage resources, within the contract entitlements assigned to the Supplier under Part VII, Section 11, required to maintain the Supplier's Peaking Service Account above the minimum allowable account balance described above. The balance of the Supplier's Peaking Service Account may not in any event fall below zero (0).

14.5.4 The Company shall provide Peaking Service supplies to the Supplier only when the volumes in the Peaking Service Account for the Aggregation Pool are greater than zero (0).

### **14.6 Peaking Service Critical Day Provisions**

14.6.1 In the event that the volumes in a Supplier's Peaking Service Account for an Aggregation Pool are reduced to a level below the minimum allowable account balance as computed in accordance with the Company's Peaking Service Rule Curve, the Company may issue an OFO to such Supplier pursuant to Part VII, Section 16 of this tariff.

14.6.2 In the event that the total volumes of all Peaking Service Accounts within one or more of the Company's Gas Service Areas are reduced to levels below the total minimum allowable account balances as computed in accordance with the Company's Peaking Service Rule Curve, the Company may declare a Critical Day and issue a blanket OFO pursuant to Part VII, Section 16 of this tariff.

14.6.3 If, on a Critical Day, the Company projects, based on the Supplier's Nominations, that the Supplier's scheduled deliveries to the Designated Receipt Point(s) of an Aggregation Pool are less than the maximum feasible volumes for deliveries on the Transporting Pipeline, the Company may issue an OFO to the Supplier in accordance with Part VII, Section 16 of this tariff.

### **15. Discontinuance of Service**

The Company shall notify a Customer's Supplier of record that it has initiated any applicable billing and termination procedures as prescribed by the NHPUC. In the event

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that the Company discontinues Delivery Service to a Customer in accordance with the provisions set forth above, the Company shall provide electronic notification to the

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## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

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

### **16. Operational Flow Orders and Critical Days**

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

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16.5 All quantities of Gas over-delivered or under-delivered to the Company's system in violation of an OFO will be subject to the Critical Day provisions of Part VII, Sections 9.6 and 10.6 of this tariff.

### **17. Force Majeure and Limitation of Liability**

17.1 Neither the Company nor the Supplier will be liable to the other for any act, omission, or circumstance occasioned by or in consequence of any event constituting force majeure, and unless it is otherwise expressly provided herein, the obligations of the Company and the Supplier then existing hereunder will be excused during the period thereof to the extent affected by such event of force majeure, provided that reasonable diligence is exercised to overcome such event. As used herein, force majeure will mean the inability of the Company or the Supplier to fulfill its contractual or regulatory obligations: as a result of compliance by either party with an order, regulation, law, code, or operating standard imposed by a governmental authority; by reason of any act of God or public enemy; by reason of storm, flood, fire, earthquake, explosion, civil disturbance, labor dispute, or breakage or accident to machinery or pipeline (which breakage or accident is not the result of the negligence or misconduct of the party claiming force majeure); by reason of any declaration of force majeure by upstream Transporting Pipelines; or by reason of any other cause, whether the kind enumerated herein or otherwise, not within the control of the party claiming force majeure and which by the exercise of reasonable diligence such party is unable to prevent or overcome. Notwithstanding the foregoing, the Customer's and the Supplier's obligation to make any payments required under this tariff will in no case be excused by an event of force majeure. Nor will a failure to settle or prevent any labor dispute or other controversy with employees or with anyone purporting or seeking to represent employees be considered to be a matter within the control of the party claiming excuse. The party claiming force majeure will, on request, provide the other party with a written explanation thereof and of the remedy being undertaken.

17.2 The Company shall be liable only for direct damages resulting from the Company's conduct of business when the Company, its employees, or agents have acted in a negligent or intentionally wrongful manner. In no event shall the Company be liable to any party for any indirect, consequential, or special damages, whether arising in tort, contract, or otherwise, by reason of any services performed, or undertaken to be performed, or actions taken by the Company, or its agents or employees, under this tariff or in accordance with or required by law, including, without limitation, termination of the Customer's service.

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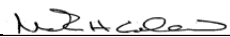
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## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

- 17.3 If the Company is unable to render firm Delivery Service to the Customer taking such service as contemplated by this tariff as a result of force majeure and such inability continues for a period of thirty (30) Gas Days, the Customer may provide

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## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

written notice to the Company of its desire to terminate Delivery Service at the expiration of thirty (30) Gas Days from the Company's receipt of such notice, but no sooner than sixty (60) Gas Days following the outset of the force majeure. If the Company has not restored Delivery Service to the Customer at the end of such notice period, the Customer's Delivery Service will terminate and both parties will be released from further performance hereunder, except for obligations to pay sums due and owing as of the date of termination.

- 17.4 The Company and the Supplier shall indemnify and hold the other and their respective affiliates, and the directors, officers, employees, and agents of each of them (collectively, "affiliates") harmless from and against any and all damages, costs (including attorney's fees), fines, penalties, and liabilities, in tort, contract, or otherwise (collectively, "liabilities"), resulting from claims of third parties arising, or claimed to have arisen, from the acts or omissions of either party in connection with the performance of the indemnifying party's obligations under this tariff. The Company and the Supplier shall waive recourse against the other party and its affiliates for or arising from the non-negligent performance by such other party in connection with the performance of its obligations under this tariff.

### **18. Curtailment**

- 18.1 Whenever the integrity of the Company's system or the Supply of the Company's Customers taking Sales Service or Delivery Service is believed to be threatened by conditions on its system or upon the systems with which it is directly or indirectly interconnected, the Company may, in its sole reasonable judgment, curtail or interrupt Gas service or reduce pressure as set out in Part II.16 of this tariff. Such action shall not be construed to constitute a default nor shall the Company be liable therefor in any respect. The Company will use efforts reasonable under the circumstances to overcome the cause of such curtailment, interruption, or reduction and to resume full performance.
- 18.2 The Company shall communicate notice of curtailment as soon as practicable to the Suppliers of affected Customers by means as specified in the Supplier Service Agreement.
- 18.3 The Company shall take reasonable care in providing regular and uninterrupted service to its firm Customers, but whenever the Company deems that the situation warrants any interruption or limitation in the service to be rendered, such interruption or limitation shall not constitute a breach of the contract and shall not render the Company liable for any damages suffered thereby by any person, or excuse the Customer from further fulfillment of the contract.

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## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

18.4 If the Company is required to curtail or interrupt service due to capacity constraints, the Company's Interruptible Delivery Service shall have a priority subordinate to the Company's firm Delivery Service and Sales Service Customers.

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

### **19. Taxes**

19.1 In the event a tax of any kind is imposed or removed by any governmental authority on the distribution of Gas or on the gross revenues derived from the distribution of Gas at retail (exclusive, however, of taxes based on the Company's net income), the rate for service herein stated will be adjusted to reflect said tax. Similarly, the effective rate for service hereunder will be adjusted to reflect any refund of imposition of any surcharges or penalties applicable to service hereunder, which are imposed or authorized by any governmental or regulatory authorities.

19.2 The Customer will be responsible for all taxes or assessments that may now or hereafter be levied with respect to the Gas or the handling or subsequent disposition thereof after its delivery to the Delivery Point. However, if the Company is required by law to collect and/or remit such taxes, the Customer will reimburse the Company for all amounts so paid. If the Customer claims exemption from any such taxes, the Customer will provide the Company in writing its tax exemption number and other appropriate documentation. If the Company collected any taxes or assessments from the Customer and is later informed by the Customer that the Customer is exempt from such taxes, it shall be the Customer's responsibility to obtain any refund from the appropriate governmental taxing agency.

19.3 The Supplier will be responsible for all production, severance, ad valorem, or similar taxes levied on the production or transportation of the Gas before its delivery to the Designated Receipt Point. The Supplier will also be responsible for sales taxes imposed on Gas delivered for the Customer's account. However, if the Company is required by law to remit such taxes to the collecting authority, it will do so and invoice the Supplier for such taxes paid on the Supplier's behalf.

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## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

### **20. Supplier Terms and Conditions**

#### **20.1 Applicability**

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

#### **20.2 Obligations of Parties**

##### **20.2.1 Customer**

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

##### **20.2.2 Company**

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

- (a) Provide Customer service and support, including call center functions, for services provided by the Company under this tariff;
- (b) Respond to service interruptions, reported Gas leaks, and to other Customer safety calls;
- (c) Handle connections, curtailments, and terminations for services provided by the Company under this tariff;
- (d) Read meters;
- (e) Submit bills to Customers for Delivery Service and if contracted by the Supplier, for Supplier Service in accordance with Part VII, Section 12.2.1;
- (f) Address billing inquiries for Delivery Service;

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## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

(g) Answer general questions about Delivery Service;

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## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

- (h) Provide to Suppliers, on request, the data format and procedures for electronic information transfers and funds transfers;
- (i) Arrange for or provide Sales Service to the Customer at the request of the Customer in accordance with the Company's tariff; and
- (j) Provide information regarding, at a minimum, rate tariffs, billing cycles, Capacity assignment methods, and Consumption Algorithms.

### **20.2.3 Supplier**

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

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

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

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

### **20.3 Supplier Requirements and Practices**

20.3.1 The Company shall have the right to establish reasonable financial and non-discriminatory credit standards for qualifying Suppliers. Accordingly, in order to serve Customers on the Company's system, the Supplier shall provide the Company, on a confidential basis, with audited balance sheet and other financial statements, such as annual reports to shareholders and 10-K reports, for the previous three (3) years, as well as two (2) trade and two (2) banking references. To the extent that such annual reports to shareholders are not publicly available, the Supplier shall

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## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

provide the Company with a comparable list of all corporate affiliates, parent companies, and subsidiaries. The Supplier shall also provide its

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## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

most recent reports from credit reporting and bond rating agencies. The Supplier shall be subject to a credit investigation by the Company. The Company shall review the Supplier's financial position periodically.

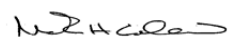
20.3.2 The Supplier shall also confirm in the Supplier Service Agreement that:

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

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

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

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## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

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

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

20.3.5 The Supplier shall warrant to the Company that it has good title to or lawful possession of all Gas delivered to the Company at the Designated Receipt Point on behalf of the Supplier or the Supplier's Customers. The Supplier shall indemnify the Company and hold it harmless from all suits, actions, debts, accounts, damages, costs, losses, taxes, and expenses arising from or out of any adverse legal claims of third parties to or against said Gas.

20.3.6 The Supplier shall be responsible for making all necessary arrangements and securing all required regulatory or governmental approvals, certificates, or permits to enable Gas to be delivered to the Company's system.

20.3.7 By agreeing to provide service under this tariff, the Supplier acknowledges that adherence to any applicable law regarding unfair trade practices, truth in advertising law, or law of similar import is required.

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## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

Any Supplier found by a court of competent jurisdiction to have willfully  
or repeatedly violated the New Hampshire Consumer Protection Act,

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## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

N.H.R.S.A. Ch. 358-A; the Federal Trade Commission Telemarketing Sales Rules, 16 C.F.R. Part 310; or the regulations promulgated pursuant to the Federal Trade Commission Act, 15 U.S.C. § 45 (a) (1), may be suspended or disqualified from acting as a Supplier on the Company's system.

20.3.8 If the Supplier fails to comply with or perform any of the obligations on its part established in this tariff or in the Supplier Service Agreement (e.g., failure to deliver Gas or late payment of bills rendered or failure to execute a capacity assignment), the Company maintains the right to terminate the Supplier's eligibility to act as a Supplier on the Company's system. Written notice of such an intent to terminate the Supplier's eligibility shall be given to the Supplier, its Customers, and the NHPUC. Notification to the Supplier shall be via Registered U.S. Mail - Return Receipt Requested or other means of documented delivery. Upon issuance of such written notice, the Company shall have the right to terminate the Supplier's eligibility to act as a Supplier on the Company's system at the expiration of ten (10) Gas Days after the giving of such notice, unless within such ten (10) Gas Day period the Supplier shall remedy to the full satisfaction of the Company such failure. Termination of such Supplier eligibility for any such cause shall be a cumulative remedy as to the Company, and shall not release the Supplier from its obligation to make payment of any amount or amounts due or to become due from the Supplier to the Company under the Company's applicable tariffs. Customers whose Supplier's deliveries have been terminated will be placed on Sales Service pursuant Part VII, Section 13 of this tariff.

### **20.4 Access to Usage History and Current Billing Information**

The Supplier shall be responsible for obtaining the necessary Authorization Number from each Customer prior to requesting the Company to release the Company's historic usage information specific to that Customer to such Supplier.

The Company shall be required to provide the most recent twelve (12) months of a Customer's historic usage data to a Supplier, provided that the Supplier has received the appropriate authorization as set forth above.

### **20.5 Enrollment, Cancellation, and Termination of Supplier Service**

20.5.1 The Supplier shall be responsible for obtaining the necessary Authorization Number from each Customer prior to initiating Supplier Service to the Customer.

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## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

20.5.2 The Supplier must provide the Company with the following minimum information in the Company's predetermined format prior to the commencement or termination of service by the Supplier pursuant to Part VII, Section 20.5 of this tariff:

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

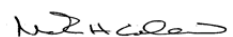
The Company shall determine whether each Customer's enrollment request as provided by a Supplier is complete and accurate, and matches the Customer's account record. In the event that the enrollment request is incomplete, inaccurate, or does not match the Customer's account record, then the Company will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

20.5.3 A change in Supplier Service will normally be made on a monthly metering and billing cycle basis, with changes taking effect on the date of the Customer's next scheduled meter read. Enrollment forms must be transmitted no less than ten (10) Business Days prior to the Customer's next scheduled meter read. If more than one Supplier submits a Supplier Service transaction for a given Customer during the monthly billing cycle, the first completed transaction that is received during the cycle shall be accepted. All other transactions shall be rejected. Rejected transactions may be resubmitted after the Customer's next scheduled meter read.

20.5.4 If the Supplier submits information to the Company to terminate Supplier Service to a Customer less than ten (10) Gas Days before the next scheduled meter read, Supplier Service shall be terminated on the date of the Customer's subsequent scheduled meter read. The Company shall confirm the termination date for Supplier Service.

20.5.5 In those instances when a Customer who is receiving Supplier Service from an existing Supplier initiates such service with a new Supplier, the Company shall send the date for the Customer's change in Supplier Service to the existing Supplier.

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## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

20.5.6 To terminate Supplier Service with a Supplier and to initiate Sales Service, a Customer shall so inform the Company and the Supplier. Supplier Service shall be terminated on the date of the Customer's next scheduled meter read provided that the Company receives notice of such termination no less than ten (10) days in advance of the next scheduled meter read. Where such notice is received by the Company in less than ten (10) days in advance of the next scheduled read, the termination shall be effective as of the date of the following scheduled read. The Company shall send the Customer's termination date for Supplier Service to the Supplier.

20.5.7 A Customer who moves within the Company's service territory shall have the opportunity to notify its existing Supplier that it seeks to continue Supplier Service with said Supplier. Upon such notification, the Supplier may enroll the Customer pursuant to the provisions set forth in this Section in order to initiate Supplier Service for the Customer at the new location. The Company shall make the necessary adjustments to the Supplier's affected Aggregation Pools, including but not limited to, changes to Designated Receipt Points, and quantities of Capacity for assignment, if any, pursuant to this tariff and the Supplier's Service Agreement with the Company. In the event that the existing Supplier does not enroll the Customer for Supplier Service at the new location, the Company shall arrange for or provide Sales Service to the Customer.

20.5.8 In those instances when a new Customer moves to the Company's service territory, the Customer's Supplier must enroll the Customer pursuant to the provisions set forth in this Section in order to initiate Supplier Service for the Customer. Otherwise, the Customer shall receive Sales Service in accordance with Part VII, Section 13.

20.5.9 The Company may charge fees to the Supplier for processing the transactions described in this Section, as approved by the NHPUC. These fees are included in Appendix A.

### **20.6 Aggregation Pools**

20.6.1 The aggregation of Customer accounts into an Aggregation Pool is limited by the Delivery Service of the respective Customers. Non-daily metered Customers subscribing to Delivery Service under Rate Schedules T-40, T-41, T-50, T-51 pursuant to Part VII, Section 10.1 must be aggregated in a separate pool from Customers subscribing to daily metered delivery service under Rate Schedules T-42, T-52 and IT or otherwise pursuant to Part VII, Section 9.1.

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## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

20.6.2 Non-daily metered Customers taking Delivery Service pursuant to Part VII, Section 10 of this tariff shall be combined by a Supplier into a single Aggregation Pool within each of the Company's designated Gas Service Areas.

Daily metered Customers taking Delivery Service pursuant to Part VII, Section 9 of this tariff shall be combined by a Supplier into a single Aggregation Pool within each of the Company's designated Gas Service Areas.

20.6.4 A separate Supplier account will be established for each Supplier Aggregation Pool.

20.6.5 The election of any service from the Company by the Supplier shall apply to the entire Aggregation Pool and not just an individual customer in the Aggregation Pool.

20.6.6 The Company may charge a monthly fee to the Supplier for each Aggregation Pool pursuant to Appendix A.

### **20.7 Imbalance Trading**

20.7.1 Prior to the imposition of imbalance charges, the Supplier may engage in trading daily and monthly imbalances for the previous Month, provided that daily imbalance trades are communicated to the Company within three (3) Business Days upon the Company's provision of information on Supplier imbalances for said Month.

20.7.2 The Company will make available a list of Suppliers by Gas Service Area making deliveries during the previous Month.

20.7.3 Aggregation Pools affected by the transaction must be located within the same Gas Service Area as defined in Part VII, Section 4, unless waived by the Company.

20.7.4 Daily imbalance trades must be point-specific on those Gas Days when the Transporting Pipeline required the Company to balance on a point-specific basis.

### **20.8 Billing and Payment**

20.8.1 By the tenth (10th) Business Day of the calendar month, the Company shall render to the Supplier a statement of the quantities delivered and amounts owed by the Supplier for the prior Month. The Company will

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provide Suppliers with their Customers' consumption data based on estimated or actual meter readings at the appropriate cycle read dates for

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## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

each Customer in the Aggregation Pool pursuant to Part VII, Section 12 of this tariff. This data will be provided on a rolling basis as readings or estimates are made.

20.8.2 Calculation of the charges applicable to the Aggregation Pool will be based on aggregated Gas Usage and other such indicators of all Customers in the Aggregation Pool. Billing for charges applicable to an Aggregation Pool, including but not limited to imbalance charges, credits or penalties, shall be billed to the Supplier on a calendar month basis.

20.8.3 The Supplier shall have ten (10) Business Days from the date of such statement to render payment to the Company. The Supplier shall render payment by means of electronic funds transfer to the Company. The late payment rate will apply to all amounts outstanding after ten (10) days.

20.8.4 If the correctness of the Company's bill to the Supplier is questioned or disputed by the Supplier, an explanation should be promptly requested from the Company. If the bill is determined to be incorrect, the Company shall issue a corrected bill. In the event that the Supplier and the Company fail to agree on the amount of the bill, the Supplier may file a complaint with the Commission to resolve such complaint.

### **21. Customer Designated Representative**

21.1 The Customer may appoint a Designated Representative to satisfy or undertake the Customer's duties and obligations; including, but not limited to submitting and/or receiving notices, making nominations, arranging for trades of imbalances, and performing operational and administrative tasks; provided, however, that under no circumstances will the appointment of a Designated Representative relieve the Customer of the responsibility to make full and timely payment to the Company for all Delivery Service provided under this tariff.

21.2 A request by a Designated Representative to the Company that contains the Customer's Authorization Number will be deemed to be confirmation that the Customer has designated such person or entity as a Designated Representative. A Customer may appoint only one (1) Designated Representative per account.

21.3 Under any agency established hereunder, the Company shall rely upon information concerning the applicable Customer's Delivery Service that is provided by the Designated Representative. All such information shall be deemed to have been provided by the Customer. Similarly, any notice or other information provided by the Company to the Designated Representative

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concerning the provision of Delivery Service to such Customer shall be deemed to have been provided to the Customer. The Customer shall rely upon any

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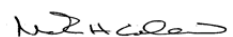
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## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

information concerning Delivery Service that is provided to the Designated Representative as if that information had been provided directly to the Customer.

- 21.4 The Customer shall agree to indemnify the Company and hold it harmless from any liability (including reasonable legal fees and expenses) that the Company incurs as a result of the Designated Representative's negligence or willful misconduct in its performance of agency functions on the Customer's behalf.

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Title: ~~Treasurer~~ Senior Vice President

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## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

### **APPENDIX D**

#### **Firm Sales Service Re-Entry Fee Bill Adjustment Re-entry Surcharge and Conversion Surcharge**

##### **IA. Purpose:**

~~In order to assess a fee to Customers of the Company who elect to switch from Firm Delivery Service to Firm Sales Service after June 30, 2006, for the purpose of recovering costs associated with capacity resources on hand to serve the unassigned capacity portion of the requirements of such Customers, there shall be a monthly Re-Entry Fee charged for the first twelve months under, and after switching to, Firm Sales Service. The Re-Entry Fee under this Tariff is pursuant to the Stipulation and Settlement in Docket DG-05-080.~~

##### **II. Application of Re-entry Fee:**

~~A Re-Entry Fee shall be calculated for an individual Customer, once the Customer has switched to Firm Sales Service, for the first billing month under such service. The Company's annual system average unit capacity cost from which the Re-Entry Fee is derived shall be filed by September 15 of every year and be subject to review and approval by the Commission. The Re-Entry Fee shall be calculated as a separate monthly charge to the nearest one cent and will be applied to the individual Customer's monthly Firm Sales Service bill for the initial twelve (12) consecutive billing months.~~

##### **III. Re-Entry Fee Costs Allowable:**

~~The Re-Entry Fee costs allowable for recovery shall be those costs derived from applying twenty-five percent (25%) of the Company's annual average unit cost of system capacity resources, derived once a year for the upcoming period of November through October, to the Customer's unassigned capacity portion of its Peak Day Gas Usage under its previous Firm Delivery Service.~~

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Northern Utilities, Inc.

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## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

### **APPENDIX D**

#### **Firm Sales Service Re-Entry Fee Bill Adjustment**

#### **Re-entry Surcharge and Conversion Surcharge**

#### **IV. Calculation of Re-Entry Fee:**

~~The monthly Re-Entry Fee shall be an amount equal to one-twelfth of the product of 25% of the Company's annual system average unit capacity cost and the Customer's unassigned capacity portion of its Peak Day Gas Usage at the time the Customer was taking Firm Delivery Service prior to switching to Firm Sales Service.~~

~~V. The Re-entry Surcharge and Conversion Surcharge are designed to ensure that Delivery Service Customers migrating to Sales Service pay the full incremental costs of their migration in order to limit inequitable cost shifting to other customers. Specifically, these surcharges are intended to protect against the risk that the incremental cost of gas to serve Delivery Service Customers moving to Sales Service is higher than the average cost of gas.~~

#### **B. Application of the Re-entry Surcharge and Conversion Surcharge:**

~~Re-entry Surcharge. Pursuant to Section 13.3, Capacity Assigned Customers who return from Firm Delivery Service to Firm Sales Service will be assessed a Usage based (per therm) charge in addition to the Cost of Gas for all Sales Service consumption following the switch through the following April 30.~~

~~Conversion Surcharge. Pursuant to Section 13.4, Capacity Exempt Customers who switch from Firm Delivery Service to Firm Sales Service will be assessed a Usage based (per therm) charge in addition to the Cost of Gas for all Sales Service consumption following the switch through the following April 30.~~

#### **C. Calculation of Re-entry Surcharge and Conversion Surcharge:**

~~Re-entry Surcharge. The Re-entry Surcharge will equal zero except for charges to offset any prior period over-collection, credit or refund reflected in the Cost of Gas rate, and shall not be negative. No reductions to the Re-entry Surcharge shall be made to offset prior period under-collections reflected in the Cost of Gas rate.~~

~~Conversion Surcharge. The Conversion Surcharge reflects the difference between the estimated cost of providing supply to Capacity Exempt Customers that switch to Sales Service and the effective Cost of Gas rate, shall include charges to offset any prior period over-collection, credit~~

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Title: ~~Treasurer~~Senior Vice  
President

NHPUC No. 11 – Gas  
Northern Utilities, Inc.

~~Original~~First Revised Page ~~469~~170  
~~Superseding Original Page 170~~

## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

### **APPENDIX D**

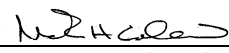
#### **~~Firm Sales Service Re-Entry Fee Bill Adjustment~~**

#### **Re-entry Surcharge and Conversion Surcharge**

or refund, and shall not be negative. No reductions to the Conversion Surcharge shall be made to offset prior period under-collections reflected in the Cost of Gas rate. During the Peak Season, the Conversion Surcharge for high load factor customers will always be greater than or equal to the difference between high load factor (G-50, G-51, G-52) and low load factor (G-40, G-41, G-42) Cost of Gas rates. During the Off-Peak Season, the Conversion Surcharge will equal the Re-entry Surcharge.

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President

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## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

### **Appendix D**

#### **Firm Sales Service Re-Entry Fee Bill Adjustment** **Re-entry Surcharge and Conversion Surcharge** **(continued)**

#### **D. Information to be Filed with the Commission:**

~~Once a year, by September 15, except for this additional one-time initial Re-Entry Fee, the Company shall file with the Commission the Company's upcoming annual system average unit capacity cost, multiplied by 25%, to show the unit cost applicable to the unassigned capacity portion a Customer's Peak Day Gas Use. Also by September 15 of every year As part of the annual Cost of Gas filing, the Company shall file with the Commission a report showing the number of customers assessed at the Re-Entry Fee entry Surcharge and the Conversion Surcharge and the amount of Re-Entry Fee charges recovered to date revenue received for each charge through the prior April 30. Pursuant to the Company's Cost of Gas Clause, the Company will also be reporting actual Re-Entry Fee apply such revenues as credits to the Reconciliation of Winter Demand Costs. Company's New Hampshire Division Cost of Gas.~~

~~The following Re-entry Surcharge and Conversion Surcharge shall be applicable for the period of November 1, 2017 through April 30, 2018.~~

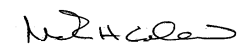
<b><u>Effective Dates:</u></b>	<b><u>November 1, 2017 – April 30, 2018</u></b>	<b><u>May 1, 2018 – October 30, 2018</u></b>
<b><u>Re-entry Surcharge:</u></b>	<u>\$#.## per therm</u>	<u>\$#.## per therm</u>
<b><u>Conversion Surcharge, Low Load Factor (G-40, G-41, G-42):</u></b>	<u>\$#.## per therm</u>	<u>\$#.## per therm</u>
<b><u>Conversion Surcharge, High Load Factor (G-50, G-51, G-52):</u></b>	<u>\$#.## per therm</u>	<u>\$#.## per therm</u>

Issued: June 20, 2017

Effective: November 1, 2017

Issued by:

Title:



Senior Vice President

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

## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

### **1. Rates and Charges**

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

### **2. Definitions**

**Adjusted Target Volume (“ATV”):**

The volume of Gas determined by the Company using a Consumption Algorithm and required to be nominated and delivered each Gas Day by the Supplier on behalf of Customers taking non-daily metered Delivery Service.

**Aggregation Pool:**

One or more Customer accounts whose Gas Usage is served by the same Supplier and aggregated pursuant to Part VII, Section 20.6 of this tariff for operational purposes, including but not limited to nominating, scheduling, and balancing Gas deliveries to Designated Receipt Point(s) within the associated Gas Service Area.

**Annual Reassignment Date:** Five (5) Business Days prior to November 1 of each year when the Company reassigns Capacity to Suppliers pursuant to Part VII, Section 11.6 of this tariff.

**Annual TCQ Review:** Process outlined in Part VII, Section 11.3.6 of this tariff pursuant to which the Company reviews Customer TCQ each year.

**Assignment Date:** Five (5) Business Days prior to the first Gas Day of each month when the Company assigns Capacity to Suppliers pursuant to Part VII, Section 11.4 of this tariff.

## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

- Authorization Number:** A number unique to the Customer generated by the Company and printed on the Customer's bill that the Customer must furnish to the Supplier to enable the Supplier to obtain the Customer's Gas Usage information pursuant to Part VII, Section 20.4, and to initiate or terminate Supplier Service as set forth in Part VII, Section 20.5 of this tariff.
- Btu:** See Part II, Section 2.
- Business Day:** Monday through Friday excluding holidays recognized by the Company. Where relevant, a Business Day shall consist of the hours during which the Company is open for business with the public. If any performance date referenced in this Tariff is not a Business Day, such performance shall be the next succeeding Business Day.
- Capacity:** Pipeline Capacity, Storage Withdrawal Capacity, and Peaking Capacity as defined in this tariff.
- Capacity Allocators:** The estimated proportions of the Customer's Total Capacity Quantity that comprise Pipeline Capacity, Storage Withdrawal Capacity and Peaking Capacity.
- Capacity Assigned Customer:** A Customer with a TCQ greater than zero pursuant to Part VII, Section 11.3.2.
- Capacity Exempt Customer:** A Customer assigned a TCQ of zero pursuant to Part VII, Section 11.3.3 or Part VII, Section 11.3.4, or a customer with a TCQ determined to be zero pursuant to Part VII, Section 11.3.2.
- Capacity Mitigation Service:** The service available to Suppliers in accordance with Part VII, Section 11.10.
- Capacity Ratio:** Capacity divided by estimated aggregate Gas Usage of Sales Service Customers on the Peak Day and estimated aggregate Gas Usage of Capacity Assigned Customers on the Peak Day.
- City Gate:** The interconnection between a Delivering Pipeline and the Company's distribution facilities.
- Commodity:** See Gas.

## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

- Company:** Northern Utilities, Inc.
- Company Gas Allowance:** The difference between the sum of all amounts of Gas received into the Company's distribution system (including Gas produced by the Company) and the sum of all amounts of Gas delivered from the Company's distribution system divided by said amount of Gas received. Such difference shall include but not be limited to Gas consumed by the Company for its own purposes, line losses, and Gas vented and lost as a result of force majeure, excluding Gas otherwise accounted for.
- Company-Managed Supplies:** Capacity and Supply contracts held and managed by the Company and made available to the Supplier pursuant to Part VII, Section 11.9 of this tariff including Supply-sharing contracts and load-management contracts.
- Consumption Algorithm:** A mathematical formula used to estimate a Customer's daily consumption.
- Critical Day:** In accordance with Part VII, Section 16 of this tariff, a day declared at any time by the Company in its reasonable discretion when unusual operating conditions may jeopardize operation of the Company's distribution system.
- Customer:** The recipient of Delivery Service whose Gas Usage is recorded by a meter or group of meters at a specific location and who is a customer of record of the Company.
- Daily Baseload:** The Customer's average usage per Gas Day that is assumed to be unrelated to weather.
- Daily Index:** The mid-point of the range of prices as published by Gas Daily under the heading "Daily Price Survey, Midpoint, Citygates, Tennessee/Zone 6 (delivered)" for the relevant Gas Day listed under "Flow date(s)".
- In the event that the Gas Daily index becomes unavailable, the Company shall apply its daily marginal cost of Gas as the basis for this calculation until such time that the NHPUC approves a suitable replacement.
- Dekatherm:** Ten Therms.



## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

- Delivery Point:** The interconnection between the Company's facilities and the Customer's facilities.
- Delivery Service:** See Part II Section 2
- Design Peak Season:** The forecasted Peak Season during which the Company's system experiences the highest aggregate Gas Usage.
- Designated Receipt Point:** For each Customer, the Company designated interconnection between a Transporting Pipeline and the Company's distribution facilities at which point, or such other point as the Company may designate from time to time for operational purposes, the Supplier will make deliveries of Gas for the Customer's account.
- Designated Representative:** The designated representative of the Customer, who shall be authorized to act for, and conclusively bind, the Customer regarding Delivery Service in accordance with the provisions of Part VII, Section 21 of this tariff.
- Effective Degree Day:** A measure used to estimate weather-sensitive Gas consumption calculated by subtracting the average temperature for each day from the number 65, plus factoring in wind speed. Each degree day that represents a degree below 65 is considered an Effective Degree Day.
- Gas:** Natural Gas that is received by the Company from a Transporting Pipeline at the Designated Receipt Point and delivered by the Company to the Delivery Point for the Customer's account. In addition, the term shall include amounts of vaporized liquefied natural Gas and/or propane-air vapor that are introduced by the Company into its system and made available to the Customer as the equivalent of natural Gas that the Customer is otherwise entitled to have delivered by the Company.
- Gas Day:** A period of twenty-four (24) consecutive hours beginning at 10:00 a.m., E.T., and ending at 10:00 a.m., E.T., the next calendar day, or other such hours used by the Transporting Pipeline.
- Gas Service Area:** An area within the Company's distribution system as defined in Part VII, Section 4 of this tariff, for the purposes of

**VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

administering Capacity assignments, Nominations, balancing, imbalance trading, and Aggregation Pools.

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

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

**Interruptible Delivery Service:** Delivery Service provided to the Customer by the Company on less than a year-round basis, or as local distribution operating conditions permit.

**MMBtu :** One million Btus.

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

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

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

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

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

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

**On-System Peaking Capacity:** Capacity resources such as Liquefied Natural Gas plants located within the Company's service territory.

## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

**Operational Flow Order (“OFO”):** The Company’s instructions to the Supplier to take such action as conditions require including, but not limited to, diverting Gas to or from the Company’s distribution system pursuant to Part VII, Section 16 of this tariff.

**Peak Day:** The forecasted Gas Day during which the Company’s system experiences the highest aggregate Gas Usage.

**Peak Season:** The consecutive months of November to April, inclusive.

**Peaking Capacity:** Peaking Capacity includes On-System Peaking Capacity and Granite State Gas Transmission, Inc. (“Granite”) capacity not designated as either Pipeline Capacity or Storage Withdrawal Capacity.

**Peaking Service:** A Company-managed resource consisting of On-System Peaking Capacity and associated Peaking Supply.

**Peaking Service Account:** An account whose balance indicates the total volumes of Peaking Service resources available to a Supplier, where the maximum balance in the account shall equal the Peaking Supply assigned to the Supplier pursuant to this tariff.

**Peaking Service Rule Curve:** A system of operational parameters associated with the use of the Company’s Peaking Capacity including, but not limited to, indicators of the necessary levels of Peaking Supply that must be maintained in Suppliers’ Peaking Service Accounts in order for the Company to meet system demands under Design Peak Season conditions. The Company will communicate, by electronic means as determined by the Company or, in the event of failure of such electronic means, by facsimile or other agreeable alternative means, the Peaking Service Rule Curve as identified in Part VII, Section 14 of this tariff.

**Peaking Supply:** Peaking Supply includes only supply from On-System Peaking Capacity resources.

**Peaking Supply Allocator:** An allocation factor that represents the proportion of a Customer’s estimated Gas Usage during the Design Peak Season that is generally served with Peaking Service supplies.

## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

**Pipeline Capacity:** Transportation capacity on interstate pipeline systems normally used for deliveries of Gas to the Company's city gates, exclusive of Storage Withdrawal Capacity. Granite capacity may be assigned as Pipeline Capacity when associated with Pipeline Capacity resources upstream of Granite.

**Pre-Determined Allocation:** Instructions from the Supplier to the Company for the method allocation of discrepancies in confirmed Nominations among the Supplier's Aggregation Pools and/or Customers as set forth in the Supplier Service Agreement.

**Rate Schedule:** The schedule of rates included in this tariff.

**Reference Period:** A period of at least twelve (12) months for which a Customer's Gas Usage information is typically available to the Company.

**Sales Service:** See Part II, Section 2.

**Seasonal Storage Capacity:** Contracts for Capacity in off-system storage facilities used to accumulate and maintain Gas inventories for re-delivery to the Company's city gates normally during the Peak Season.

**Storage Withdrawal Capacity:** Capacity for the withdrawal of Gas inventories maintained in off-system storage facilities, as well as the Pipeline Capacity used to deliver such Gas to the Company's city gates. Granite capacity may be assigned as Storage Withdrawal Capacity when associated with Storage Withdrawal Capacity resources upstream of Granite.

**Supplier:** See Part II, Section 2.

**Supplier Service:** See Part II, Section 2.

**Supplier Service Agreement:** An agreement, substantially in the form set forth in Appendix B, which must be executed by the Company and a Supplier in order for the Supplier to serve Customers on the Company's system.

**Supply:** See Gas.

**Therm:** See Part II, Section 2

## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

**Total Capacity Quantity ("TCQ"):** The total amount of Capacity assignable to a Supplier on behalf of a Customer.

**Transporting Pipeline:** The interstate pipeline company that transports and delivers Gas to the Designated Receipt Point.

### **3. Character of Service**

3.1 All rates within the Rate Schedule are predicated upon service to a Customer at a single Delivery Point and metering installation, except as otherwise specifically provided by a given rate. Where service is supplied to a Customer at more than one Delivery Point or metering installation, each single Delivery Point or metering installation shall be considered to be a separate Customer for purposes of applying the Rate Schedule, except when a Customer is served through multiple points of delivery or metering installations for the Company's own convenience.

3.2 The Company may refuse to supply service to loads of unusual characteristics which, in its sole reasonable judgment, might adversely affect the quality of service supplied to other Customers, the public safety or the safety of the Company's personnel. In lieu of such refusal, the Company may require a Customer to install any necessary regulating and protective equipment in accordance with the requirements and specifications of the Company.

### **4. Gas Service Areas And Designated Receipt Points**

4.1 There shall be one (1) Gas Service Area defined for purposes of administering Capacity assignments, Nominations, balancing, imbalance trading, and Aggregation Pools pursuant to this tariff. Each such Gas Service Area shall be defined to include the municipalities listed within each such Gas Service Area, as follows:

(1) Area 1: Northern Utilities' Inc. New Hampshire Gas Service Area

The towns of Dover, Durham, East Kingston, East Rochester, Exeter, Gonic, Greenland, Hampton, Hampton Falls, Kensington, Madbury, Newington, North Hampton, Pelham, Plaistow, Portsmouth, Rochester, Salem, Seabrook, Somersworth, Stratham, and limited areas of Atkinson, Rollinsford and the contiguous territory served by the Company.

4.2 For each Aggregation Pool as set forth by Part VII, Section 20.6, the Company will designate at least one specific interconnection between a Transporting Pipeline and the Company's distribution facilities, at which point, or such other point as the Company may designate from time to time, the Supplier will make

## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

deliveries for the Aggregation Pool. The interconnections that the Company may assign as the Customer's Designated Receipt Point for the Aggregation Pool are as follows:

- (1) Name Transporting Pipeline: Granite State Gas Transmission, Inc.  
Names of City Gates: New Salem, Forrest St., Sweethill Rd., East Kingston, Exeter West, Epping Rd., Newfields Rd., Greenland Rt. 151, Ocean Road, Panaway, Hospital Station Borthwick Ave, Pease Development, Gosling Rd., Schiller, Nimble Hill, Dover Point, New Bellamy Ln., Varney Brook.

### **5. Customer Request for Service From Company**

- 5.1 Application for Delivery Service, Sales Service, or any other service offered by the Company to a Customer will be received by any duly authorized representative or agent of the Company.
- 5.2 Before any service from the Company may commence, the Customer must request such service. A Customer applying for Delivery Service only must also arrange for Supplier Service with a Supplier pursuant to Part VII, Section 20. A

Customer may act as its own Supplier provided it meets all of the Supplier requirements delineated in Part VII, Section 20.

### **6 Quality and Condition of Gas**

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

## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

maximum allowable operating pressure of the Company's distribution system at the Designated Receipt Point.

### **7. Possession of Gas**

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

### **8. Company Gas Allowance**

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

### **9. Daily Metered Delivery Service**

#### **9.1 Applicability**

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

9.1.1 All Customers whose service may be interrupted at any time during the year shall be required to take daily metered Delivery Service.

9.1.2 Any Customer, regardless of annual Gas Usage, may elect daily metered Delivery Service.

9.1.3 All Capacity Exempt Customers and any Capacity Assigned Customers taking Delivery Service under Rate Schedules T-42 and T-52 are required to take Daily Metered Delivery Service. In addition, the Company may require a Customer to take Daily Metered Delivery Service if the Company determines that the daily Gas Usage characteristics of the Customer cannot be accurately modeled using the Company's Consumption Algorithm or if the volumes reasonably anticipated by the Company to be used by the Customer are of a size that may materially affect the integrity of the Company's distribution system.

## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

### **9.2 Delivery Service Provided**

For Customers taking Daily Metered Delivery Service, this service provides firm, year-round delivery of Customer purchased Gas from the Designated Receipt Point to the Delivery Point on any Gas Day.

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

9.3.1 The Supplier is responsible for nominating and delivering to the Designated Receipt Point(s) every Gas Day an amount of Gas that equals the aggregated Gas Usage of Customers in the Aggregation Pool plus the Company Gas Allowance in accordance with Part VII, Section 8 of this tariff.

9.3.2 Nominations shall be communicated to the Company by electronic means as determined by the Company or, in the event of failure of such electronic means, by facsimile or other agreeable alternative means.

9.3.3 Nominations for the first Gas Day of a Month shall be submitted to the Company no later than two (2) hours prior to the deadline for first of the Month Nominations of the Transporting Pipeline or such lesser period as determined by the Company. The Company will make available, from time to time, a schedule of Nomination due dates. Nominations on weekends, holidays, and non-business hours will be accepted by the Company on a basis consistent with that utilized for its own operations.

9.3.4 The Supplier may make daily Nominations including, but not limited to, changes to existing Nominations, within a given Month no later than two (2) hours prior to the deadline for daily Nominations of the Transporting Pipeline for the Gas Day on which the Nomination is to be effective, or such lesser period as determined by the Company. Nominations on weekends, holidays, and non-business hours will be accepted by the Company on a basis consistent with that utilized for its own operations.

9.3.5 The Supplier may make intra-Gas Day Nominations, including but not limited to changes to existing Nominations, within a given Gas Day no later than two (2) hours prior to the intra-Gas Day Nomination deadline for the Transporting Pipeline on which the Nomination is to be effective, or such lesser period as determined by the Company. Intra-Gas Day Nominations on weekends, holidays, and non-business hours will be accepted by the Company on a basis consistent with that utilized for its own operations.



## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

9.3.6 Nominations will be conditionally accepted by the Company pending confirmation by the Transporting Pipeline. The Company will attempt to confirm the nominated volume with the Transporting Pipeline. In the event of a discrepancy between the volume nominated to the Company by the Supplier and the volume nominated by the Supplier to the Transporting Pipeline, the lower volume will be deemed confirmed. The Company will allocate such discrepancy based on a predetermined allocation method set forth in the Supplier Service Agreement. If no predetermined allocation method has been established prior to the event of such discrepancy, the Company will allocate the discrepancy on a pro rata basis.

9.3.7 Nominations may be rejected, at the sole reasonable discretion of the Company, if they do not satisfy the conditions for Delivery Service in effect from time to time.

### **9.4 Determination of Receipts**

9.4.1 The quantity of Gas deemed received by the Company for the Supplier's Aggregation Pool at the Designated Receipt Point(s) will equal the volume so scheduled by the Transporting Pipeline(s).

9.4.2 The Company Gas Allowance will be assessed against receipts pursuant to Part VII, Section 8 of this tariff.

### **9.5 Metering and Determination of Deliveries**

9.5.1 The Company shall furnish and install, at the Customer's expense, telemetering equipment and any related equipment for the purpose of measuring Gas Usage at each Customer's Delivery Point. Telemetering equipment shall remain the property of the Company at all times. The Company shall require each Customer to install and maintain, at the Customer's expense, reliable telephone lines and electrical connections that meet the Company's operating requirements. The Company may require the Customer to furnish a dedicated telephone line. If the Customer fails to maintain such telephone lines and electrical connections for fourteen (14) consecutive days after notification by the Company, the Company may discontinue service to the Customer.

9.5.2 Should a Customer or a Supplier request that additional telemetering equipment or a communication device be attached to the existing telemetering equipment in addition to that provided pursuant to Part VII, Section 9.5.1, the Company shall install, test, and maintain the requested telemetering equipment or communication device; provided that such telemetering equipment or communication device does not interfere with

## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

the operation of the equipment required for the Company's purposes and otherwise meet the Company's requirements. The Customer or Supplier shall provide such telemetering equipment or communication device, unless the Company elects to do so. The Customer or Supplier shall bear the cost of providing and installing the telemetering equipment, communication device, or any other related equipment, and shall have electronic access to the Customer's Gas Usage information. Upon installation, the telemetering equipment or communication device shall become the property of the Company and will be maintained by the Company. The Company shall bill the Customer or Supplier after installation.

9.5.3 The Company shall complete installation of telemetering equipment and communication devices, if reasonably possible, within sixty (60) days of receiving a written request from the Customer or Supplier provided that the Customer completes the installation of any required telephone or electrical connections within ten (10) days of such request.

9.5.4 The Company may, at its sole discretion, bill the Customer on a calendar month or cycle month basis.

### **9.6 Balancing**

9.6.1 The Supplier must maintain a balance between daily receipts and daily Gas Usage within the following tolerances:

Off-Peak Season: The difference between the Supplier's aggregate actual receipts on the Transporting Pipeline to each Gas Service Area and the aggregated Gas Usage of Customers in the Aggregation Pool shall be within 15% of said receipts. The Supplier shall be charged 0.1 times the Daily Index for all differences not within the 15% tolerance.

Peak Season: The difference between the Supplier's aggregate actual receipts on the Transporting Pipeline to each Gas Service Area and the aggregated Gas Usage of Customers in the Aggregation Pool shall be within 10% of said receipts. The Supplier shall be charged 0.5 times the Daily Index for all differences not within the 10% tolerance.

Critical Day(s): The Company will determine if the Critical Day will be aggravated by an under-delivery or an over-delivery, and so notify the Supplier when a Critical Day is declared pursuant to Part VII, Section 16.

## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

### **Critical Day That Will Be Aggravated by Under-delivery.**

Supplier who under-delivers. A Supplier who under-delivers on a Critical Day that will be aggravated by under-delivery shall be charged 5 times the Daily Index for the aggregated Gas Usage of Customers in the Aggregation Pool that exceeds 102% of the Supplier's aggregate actual receipts on the Transporting Pipeline to each Gas Service Area.

Supplier who over-delivers. A Supplier who over-delivers on a Critical Day that will be aggravated by under-delivery shall be charged 0.1 times the Daily Index to the extent that the difference between the Supplier's aggregate actual receipts on the Transporting Pipeline to each Gas Service Area and the aggregated Gas Usage of Customers in the Aggregation Pool exceeds 20% of said receipts [(Receipts - Usage) > (20% x Receipts)].

### **Critical Day That Will Be Aggravated by Over-delivery.**

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

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

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

## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

- 9.6.2 If the Supplier has an accumulated imbalance within a Month, the Supplier may nominate to reconcile such imbalance, subject to the Company's approval, which approval shall not be unreasonably withheld.
- 9.6.3 In addition to the charges set forth in Part VII, Section 9.6.1, the Company shall flow through to the Supplier any pipeline imbalance penalty charges attributable to the Supplier.
- 9.6.4 If, as a result of the Company interrupting or curtailing service pursuant to Part VII, Section 18 of this tariff, the Supplier incurs a daily imbalance penalty due to over-delivery, the Company will waive such penalty for the First Day of the interruption or curtailment period. If the Company has issued notice of an interruption or curtailment in service and the Supplier is unable to change its Nomination, or if the Supplier's Gas has been delivered to the Designated Receipt Point, then the Company will credit such Gas against the Supplier's imbalance.
- 9.6.5 The Supplier will maintain a balance between receipts at the Designated Receipt Point(s) and the aggregated Gas Usage of Customers in each Aggregation Pool. If the Transporting Pipeline posts notice on its electronic bulletin board that its customers will be required to adhere to a maximum hourly flow rate, the Supplier will be deemed to have notice that maximum hourly flows will be in effect on the Company's distribution facilities as of the same time and for the same period as maximum hourly flows are in effect on the Transporting Pipeline. The Supplier's maximum hourly flow will be established based on an allocation of even hourly flows of daily receipts of Gas scheduled in the relevant period in accordance with the applicable transportation tariff of the Transporting Pipeline. All Gas Usage in excess of the Supplier's maximum hourly flow rate shall be subject to an additional charge of 5 times the Daily Index for each Dekatherm in excess of the Supplier's maximum hourly flow. The Company will notify the Supplier of the Supplier's maximum hourly flow.
- 9.6.6 If, during any fifteen (15) consecutive Gas Days, the Supplier delivers an amount less than 70% of the sum of the aggregated Gas Usage of Customers in the Aggregation Pool in said Gas Days, the Company may declare the Supplier ineligible to nominate Gas for the following thirty (30) Gas Days. The Supplier shall have the opportunity to cure the imbalance with the demonstration of verifiable imbalance trades or otherwise within twenty-four (24) hours of notification by the Company. If the Supplier is declared ineligible to nominate Gas for such 30 Gas Days, the Supplier may be reinstated at the end of the 30 Gas Days, provided it posts security equal to the product of: (1) the maximum

## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

aggregate daily Gas Usage of Customers in the Aggregation Pool expressed in MMBtu and (2) \$300. If, within twelve (12) months of the first offense, such Supplier is declared ineligible to nominate Gas pursuant to this Section, the Supplier will be disqualified from service under this tariff for one (1) full year from the time of the second disqualification. If the Supplier defaults on its obligations under this tariff, the Company shall have the right to use such security to satisfy the Supplier's obligations. Such security may be used by the Company to secure Gas, transportation, and storage, and to cover other related costs incurred as a result of the Supplier's default. The security may also be used to satisfy any outstanding claims that the Company may have against the Supplier including imbalance charges, cash-out charges, pipeline penalty charges, and other charges.

### **9.7 Cash Out**

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

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

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

## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

### **10. Non-Daily Metered Delivery Service**

#### **10.1 Applicability**

Part VII, Section 10 of this tariff applies to Customers taking Delivery Service under Rate Schedules T-40, T-41, T-50, and T-51 that have not elected Daily Metered Delivery Service pursuant to Section 9.1.2 and are not otherwise required to take Daily Metered Delivery Service pursuant to Section 9.1.3 and their Suppliers.

#### **10.2 Delivery Service Provided**

This service provides firm, year-round delivery of Customer purchased Gas from the Designated Receipt Point to the Delivery Point on any Gas Day for Customers, without the requirement of recording Gas Usage at the Delivery Point on a daily basis. Daily Nominations are calculated by the Company on the basis of a Consumption Algorithm and the Supplier is obligated to deliver to the Designated Receipt Point(s) such quantities.

#### **10.3 Nominations and Scheduling of Service**

10.3.1 The Supplier is obligated to nominate and deliver the Adjusted Target Volume (“ATV”), as determined in Part VII, Section 10.3.2, to the Designated Receipt Points on every Gas Day for each Aggregation Pool.

10.3.2 The Company shall determine the ATV for each Aggregation Pool of Customers taking non-daily metered Delivery Service for each Gas Day using a Consumption Algorithm. The ATV shall include the Company Gas Allowance. On each Business Day, the Company will communicate, electronically, by facsimile, or by other agreeable alternative means, the forecasted ATV to the Supplier for at least the subsequent four (4) Gas Days. The ATV in effect for any Gas Day shall be the most recent ATV for that Gas Day communicated to the Supplier by the Company. The ATV for a given Gas Day shall not be effective unless it has been communicated to the Supplier at least two (2) hours prior to the Company’s Supplier Nomination deadline for that Gas Day, which shall be at least two (2) hours prior to the deadline for nominations on the Transporting Pipeline, or such lesser period as determined by the Company.

10.3.3 Nominations will be communicated to the Company electronically, by facsimile, or other agreeable alternative means.

## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

- 10.3.4 Nominations for the first Day of a Month shall be submitted to the Company no later than two (2) hours prior to the deadline for first of the Month Nominations of the Transporting Pipeline or such lesser period as determined by the Company. The Company will make available, from time to time, a schedule of Nomination due dates. Nominations on weekends, holidays, and non-business hours will be accepted by the Company on a basis consistent with that utilized for its own operations.
- 10.3.5 The Supplier shall provide an intra-Month Nomination no later than two (2) hours prior to the deadline of the Transporting Pipeline for the next Gas Day, or such lesser period as determined by the Company. Nominations on weekends, holidays, and non-business hours will be accepted by the Company on a basis consistent with that utilized for its own operations.
- 10.3.6 Nominations will be conditionally accepted by the Company pending confirmation by the Transporting Pipeline. The Company will attempt to confirm the nominated volume with the Transporting Pipeline. In the event of a discrepancy between the volume nominated to the Company by the Supplier and the volume nominated by the Supplier to the Transporting Pipeline, the lower volume will be deemed confirmed. The Company will allocate such discrepancy based on a predetermined allocation method set forth in the Supplier Service Agreement. If no predetermined allocation method has been established prior to the event of such discrepancy, the Company will allocate the discrepancy on a pro rata basis. The Company will not confirm any volume nominated by the Supplier in excess of the ATV.
- 10.3.7 In the event that the Supplier is unable to deliver a confirmed ATV Nomination, the Supplier may make intra-Gas Day Nominations relating to changes to existing Nominations within a given Gas Day no later than two (2) hours prior to the intra-Gas Day Nomination deadline for the Transporting Pipeline on which the Nomination is to be effective, or such lesser period as determined by the Company; provided, however, that the Nomination must be in conformance with the requirements of and must be permitted by the Transporting Pipeline. Intra-Gas Day Nominations on weekends, holidays, and non-business hours will be accepted by the Company on a basis consistent with that utilized by the Company for its own operations. The Company shall not adjust the ATV applied for that Gas Day.
- 10.3.8 Nominations may be rejected if they do not satisfy the conditions for Delivery Service in effect from time to time.

## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

10.3.9 All quantities of Gas over-delivered or under-delivered to the Company's system in violation of an Operational Flow Order ("OFO") declared by the Company pursuant to Part VII, Section 16 will be subject to the Critical Day provisions of Part VII, Section 10.6.1 of this tariff, and the delivered quantity specified in the OFO will replace the ATV.

### **10.4 Determination of Receipts**

10.4.1 The quantity of Gas deemed received by the Company for the Supplier's Aggregation Pool at the Designated Receipt Point(s) will equal the volume so scheduled by the Transporting Pipeline(s).

10.4.2 The Company Gas Allowance will be assessed against receipts pursuant to Part VII, Section 8 of this tariff.

### **10.5 Metering and the Determination of Deliveries**

The Company shall record the Customer's Gas Usage at the Delivery Point by making actual meter reads on a monthly or bi-monthly basis. In the event that the Customer's Gas Usage is metered on a bi-monthly basis, the Company shall make available to the Supplier estimates of the Customer's Gas Usage for each of the two billing months.

### **10.6 Balancing**

10.6.1 Any difference between the Supplier's ATV for an Aggregation Pool and the receipts on the Transporting Pipeline to the appropriate Designated Receipt Point(s) will be cashed out by the Company according to the following:

Off-Peak Season: For receipts less than the ATV, the Supplier shall be charged 1.1 times the Daily Index for the difference. For receipts greater than the ATV, the Supplier shall be charged 0.8 times the Daily Index for the difference.

Peak Season: For receipts less than the ATV but greater than or equal to 95% of the ATV, the Supplier shall be charged 1.1 times the Daily Index for the difference. For receipts less than 95% of the ATV, the Supplier shall be charged 1.1 times the Daily Index for the first 5% difference, and the Supplier shall be charged two (2) times the Daily Index for the remaining difference. For receipts greater than the ATV, the Supplier shall be charged 0.8 times the Daily Index for the difference.



## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

Critical Day(s): The Company will determine if the Critical Day will be aggravated by an under-delivery or an over-delivery, and so notify the Supplier when a Critical Day is declared pursuant to Part VII, Section 16.

### **Critical Day That Will Be Aggravated by Under-delivery**

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

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

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

### **Critical Day That Will Be Aggravated By Over-delivery.**

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

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

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

## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

its Peak Season cost of Gas filing according to a formula as set forth in Appendix A.

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

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

### **10.7 Cash Out**

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

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

(1) During the processing of the June Supplier billings, using the recalculated ATV values described in Section 10.7.1, the Company will compare the sum of the recalculated ATV values for each Aggregation Pool for the six-month period of November 1 through April 30 to the sum of billed usage volumes used by each Aggregation Pool for that same period. The differences shall be cashed out at 100% of the average of the Daily Index weighted by actual degree days over the same period. The Peak period cash-out shall be calculated and provided to Suppliers within 60 days of rendering Supplier billings, in accordance with Section 20.8, for the month of April.

(2) During the processing of the December Supplier billings, using the recalculated ATV values described in Section 10.7.1, the Company will compare the sum of the recalculated ATV values for each Aggregation Pool for the six-month period of May 1 through October 31 to the sum of billed usage volumes used by each Aggregation Pool

## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

for that same period. The differences shall be cashed out at 100% of the average of the Daily Index over the same period. The Off-Peak period cash-out shall be calculated and provided to Suppliers within 60 days of rendering Supplier billings, in accordance with Section 20.8, for the month of October.

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

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

## **11. Capacity Assignment**

### **11.1 Applicability**

Part VII, Section 11 of this tariff applies to all Suppliers that have enrolled one or more Customers into one or more Aggregation Pools and shall include Customers acting as their own Supplier. The Company shall assign and the Supplier shall

## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

accept each Customer's pro-rata share of Capacity, if any, as established in accordance with this Section.

### **11.2 Identification of Capacity for Assignment**

11.2.1 On or before September 15 of each year, the Company shall communicate, by electronic means as determined by the Company or, in the event of failure of such electronic means, by facsimile or other agreeable alternative means, the Capacity to be made available for assignment to Suppliers on each of twelve Assignment Dates beginning in October.

11.2.2 The Company shall identify, by Gas Service Area, the specific contracts and resources for assignment to Suppliers based on the Company's Capacity and resource plans. Such identified contracts and resources shall be used to determine the pro-rata shares of Capacity assignable to a Supplier on behalf of the Customers enrolled in its Aggregation Pool.

11.2.3 Capacity assigned by the Company may include Company-Managed Supplies pursuant to Part VII, Section 11.9.

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

11.3.1 The Company shall establish a Total Capacity Quantity ("TCQ") for each Customer taking Delivery Service. The TCQ represents the total amount of Capacity assignable to a Supplier on behalf of a Customer.

11.3.2 Except as provided in this Part VII, Section 11.3.3 and Section 11.3.4 regarding Capacity Exempt Customers, the TCQ for all Customers taking Delivery Service shall be the Customer's estimated Gas Usage on the Peak Day, as determined by the Company, multiplied by the Capacity Ratio. The Company shall derive estimated Gas Usage on the Peak Day using a Daily Baseload and a Heating Factor based upon the Customer's historical Gas Usage during the Reference Period, or the best estimates available to the Company should actual Gas Usage information be partially or wholly unavailable. If the Company determines that the daily Gas Usage characteristics of a Daily Metered Delivery Service Customer cannot be accurately modeled using the Company's Consumption Algorithm, the Company shall review the Customer's actual historical maximum daily Gas Usage in estimating the Customer's Gas Usage on the Peak Day.

11.3.3 Existing Customers who became exempt from capacity assignment before November 1, 2017, and who either install daily metering by May 1, 2018 in accordance with Part VII, Section 9.1.3 or were already daily metered shall remain as Capacity Exempt Customers with a TCQ of zero.

## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

- 11.3.4 In the event that Sales Service is provided at a new meter location for Gas Usage associated with new construction, the Customer shall become a Capacity Exempt Customer with an assigned TCQ of zero, provided that the Customer initiates Supplier Service within 60 days of the initial gas flow in accordance with Part VII, Section 20.5 of this tariff and installs daily metering in accordance with Part VII, Section 9.1.3 except in cases where the Customer is a new Customer of record at a meter location where a former Customer of record was subject to assignment of Capacity at any time during the preceding twenty-four (24) months, in which case the TCQ established by the Company for the former Customer shall become the TCQ for the new Customer. The Company may reduce or increase said TCQ for the new Customer, if, in its sole reasonable discretion, the Company determines that the old Customer's TCQ differs materially from the new Customer's estimated future consumption on the Peak Day.
- 11.3.5 Any Capacity Exempt Customer who commences Sales Service pursuant to Part VII, Section 13.2 will lose their capacity exempt status if they subsequently return to Delivery Service.
- 11.3.6 The Company shall establish a TCQ for each Customer pursuant to Part VII, Section 11.3.2, which shall remain in effect from November 1 through October 31 each year for the purpose of determining the Customer's pro-rata shares of Capacity until such time that the Customer returns to Sales Service. The Company shall recalculate each Customer's TCQ annually in accordance with Section 11.3.2 and issue new TCQ for the upcoming November 1 through October 31 period for those Customers who have newly calculated TCQ higher or lower than the prior TCQ by more than five percent (5%). Those Customers who have a newly calculated TCQ that differs by five percent (5%) or less from the prior TCQ shall retain their prior TCQ for the upcoming November 1 through October 31 period. On or before August 1 of each year, the Company shall complete the Annual TCQ Review and provide each Supplier with the TCQ values that will be in effect for each of their Customers during the upcoming November 1 through October 31 period.
- 11.3.7 The Company shall determine the pro-rata shares of Pipeline Capacity, Storage Withdrawal Capacity, and Peaking Capacity assignable to a Supplier on behalf of a Customer as the product of the Customer's TCQ times the applicable Capacity Allocators. The Capacity Allocators for each class of Customers billed under the Company's Rate Schedule shall be set forth annually in Appendix C to this tariff.

## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

11.3.8 The Company shall determine the pro-rata share of Seasonal Storage Capacity assignable to a Supplier on behalf of a Customer consistent with the tariffs governing the associated Storage Withdrawal Capacity.

11.3.9 The Company shall determine the pro-rata shares of Peaking Supply assignable to a Supplier in accordance with Part VII, Section 14 of this tariff.

### **11.4 Capacity Assignments**

11.4.1 On each Assignment Date, the Company will assign to the Supplier the pro-rata shares of Capacity on behalf of each Customer as determined by the Company in accordance with Part VII, Sections 11.2, 11.3 and 11.7.

- (a) The total amount of Pipeline Capacity, Storage Withdrawal Capacity, and Peaking Capacity assigned to the Supplier on behalf of the Customers in an Aggregation Pool shall be at least equal to the cumulative sum of the pro-rata shares of Pipeline Capacity, Storage Withdrawal Capacity, and Peaking Capacity for all Customers enrolled in said Aggregation Pool as of five (5) Business Days prior to the Assignment Date.
- (b) Storage Withdrawal Capacity shall be subject to Operational Flow Orders that are issued by the Company pursuant to Part VII, Section 16 of this tariff, in the event that the Company requires the Supplier to deliver or to store quantities of Gas for the purposes of managing system imbalances and maintaining Delivery Service. Whenever the Company assigns incremental Storage Withdrawal Capacity to the Supplier, the Company shall also assign to that Supplier additional Seasonal Storage Capacity pursuant to Part VII, Section 11.8.
- (c) The Peaking Capacity assigned to the Supplier shall establish the Maximum Daily Peaking Quantity ("MDPQ") for the Aggregation Pool in the Supplier's Service Agreement. In the event that the Company increases a Supplier's MDPQ, the Company shall also assign to that Supplier additional Peaking Supply pursuant to Part VII, Section 14.

11.4.2 The Company shall execute Capacity assignments in increments of 200 MMBtus. The Supplier shall accept an initial increment of Capacity on the first Assignment Date when the sum of the pro-rata shares of Capacity assigned to the Supplier pursuant to Part VII, Section 11.4.1 exceeds 150 MMBtus. The Supplier shall accept additional increments of Capacity on

## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

the following Assignment Dates commensurate with any cumulative increase in the sum of pro-rata shares of Capacity assigned to the Supplier, as rounded to the nearest 200 MMBtus. Each increment of Capacity accepted by the Supplier shall comprise Pipeline Capacity, Storage Withdrawal Capacity, and Peaking Capacity in proportion to the cumulative increase of the pro-rata shares of assigned Capacity as established in accordance with Part VII, Section 11.4.1. Part VII, Section 11.4.2 shall not apply to a Customer that is acting as its own Supplier.

11.4.3 If a Customer is acting as its own Supplier, the Company shall assign Capacity to the Customer in an amount equal to the Customer's TCQ, as established pursuant to Part VII, Section 11.3.

### **11.5 Release of Contracts**

11.5.1 With the exception of Company-Managed Supplies and On-System Peaking Capacity, Capacity contracts shall be released by the Company to the Supplier, at the maximum tariff rate or lesser rate paid by the Company and including all surcharges, through pre-arranged Capacity releases, pursuant to applicable laws and regulations and the terms of the governing tariffs and contracts.

11.5.2 Capacity contracts released to a Supplier on an Assignment Date shall be released for a term beginning on the first Gas Day of the Month following the Assignment Date through the expiration date of the respective capacity contract being assigned.

11.5.3 The Company reserves the right to adjust releases of Storage Withdrawal Capacity in the event that fifty percent (50%) or more of the total Storage Withdrawal Capacity serving a Gas Service Area has been assigned to Suppliers. Such adjustments may include, but are not limited to, the reassignment of certain Storage Withdrawal Capacity as Company-Managed Supplies in order for the Company to maintain operational control over Capacity resources associated with system balancing, and/or the retention of specific Capacity resources associated with system balancing and the implementation of a balancing charge to offset the associated costs.

### **11.6 Annual Reassignment of Capacity**

11.6.1 On each Annual Reassignment Date, the Company shall adjust the Capacity assignments previously made to a Supplier to conform with the Company's resource and requirements plans and any changes in the amount of Capacity to be assigned to a Supplier pursuant to the Annual

## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

TCQ Review. Such previously assigned Capacity shall be replaced by the assignment to the Supplier of the pro-rata shares of the same or similarly situated Capacity on behalf of the Customers enrolled in the Supplier's Aggregation Pools (as of the first Gas Day of the Month following the Annual Reassignment Date).

11.6.2 If the reassignment of Storage Withdrawal Capacity requires adjustments to the Seasonal Storage Capacity previously assigned to a Supplier, the Company shall reassign Seasonal Storage Capacity to such Supplier, and the Company and the Supplier shall address any associated increments and decrements to inventories in place pursuant to Part VII, Section 11.8 of this tariff.

11.6.3 If the reassignment of Peaking Capacity requires adjustments to the MDPQ for the Supplier's Aggregation Pool, the Company shall reassign Peaking Supply to such Supplier, and the Company and the Supplier shall address any associated increments and decrements to supplies pursuant to Part VII, Section 14 of this tariff.

### **11.7 Recall of Capacity**

11.7.1 If the pro-rata shares of Capacity assignable to a Supplier decline because one or more of the Supplier's Customers has returned to Sales Service, the Company shall have the right, but not the obligation, to recall from the Supplier the pro-rata shares of Capacity previously assigned to the Supplier on behalf of such Customers. The decision on whether to exercise its Capacity-recall rights shall be made by the Company in its sole reasonable discretion. If the Company elects to recall Capacity from a Supplier pursuant to this Section, such recall shall be made on the Assignment Date following the effective date of the Customer's return to Sales Service. Notwithstanding the foregoing, in the following circumstances the Company shall be required to recall Capacity associated with Customers returning to Sales Service:

- (a) The Supplier returning the Customers to Sales Service certifies that it is ceasing all business operations in New Hampshire;
- (b) The Supplier returning the Customers to Sales Service certifies that it will no longer offer service to a particular market sector (e.g., small commercial and industrial Customers) and, therefore, once such Customers are returned to Sales Service, the Supplier is not eligible to re-enroll Customers of that type; or



**VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

- (c) The Supplier demonstrates that it has provided Supplier Service to the Customer for a 12-month period, and for a period of no less than any 12-month increment, prior to the Customer's return to Sales Service.

11.7.2 If the Company elects to recall Storage Withdrawal Capacity from the Supplier pursuant to this Section, the Company shall reduce the Seasonal Storage Capacity associated with the affected Aggregation Pool in accordance with Part VII, Section 11.8 of this tariff. If the Company elects to reduce the MDPQ in the Supplier Service Agreement, the Company shall reduce the Peaking Supply associated with the affected Aggregation Pool in accordance with Part VII, Section 14 of this tariff.

11.7.3 In the event that a Customer in a Supplier's Aggregation Pool switches to another Supplier, the Company shall recall from the former Supplier said Customer's pro-rata shares of Capacity for reassignment to the new Supplier pursuant to Part VII, Section 11.4. There shall be no change in the Customer's TCQ used to determine the Customer's pro-rata shares of Capacity for reassignment to the new Supplier. The recall of such Capacity from the Customer's former Supplier and the assignment of Capacity to the new Supplier shall be made on the Assignment Date following the effective date of the Customer's switch in Suppliers.

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

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

11.7.6 In the event that a Supplier is declared ineligible to nominate Gas for thirty (30) Gas Days pursuant to Part VII, Sections 9.6.6 or 10.7.4 of this

## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

tariff, the Company shall have the right to recall any or all Capacity assigned to said Supplier. If the Supplier is reinstated at the end of such 30 Gas Days, the Company shall reassign Capacity to the Supplier on the next Assignment Date pursuant to Part VII, Sections 11.4 and 11.5. There shall be no change in the TCQ values used to determine the Supplier's Customers' pro-rata shares of Capacity for reassignment.

11.7.7 In the event that a Supplier is disqualified from service for one (1) full year pursuant to Part VII, Sections 9.6.6 or 10.7.4 of this tariff, the Company shall have the right to recall any or all Capacity assigned to said Supplier. If the Supplier is reinstated at the end of such period, the Company shall reassign Capacity to the Supplier on the next Assignment Date pursuant to Part VII, Sections 11.4 and 11.5

11.7.8 In the event that the Supplier fails to meet the applicable registration and licensing requirements established by law or regulation, fails to satisfy the requirements and practices as set forth in Part VII, Section 20.3 of this tariff, fails to be and remain an approved shipper on the upstream pipelines and underground storage facilities on which the Company will assign capacity, fails to make timely payment under the assigned contracts, or fails to comply with or perform any of the obligations on its part established in this tariff or in the Supplier Service Agreement, the Company shall have the right to recall permanently any or all Capacity assigned to said Supplier. This section shall also apply to a Customer acting as its own Supplier.

11.7.9 The Supplier shall forfeit its rights to Capacity recalled by the Company pursuant to this Section. Such forfeiture shall be effected in accordance with applicable laws and regulations and the governing tariffs. In the event of Capacity forfeiture pursuant to this Section, the Supplier shall be responsible to compensate the Company for any payments due under the contracts prior to forfeiture, as well as any interest due thereon. The Company will not exercise discretion in the application of the forfeiture provisions of this Section. This section shall also apply to a Customer acting as its own Supplier.

### **11.8 Seasonal Storage Capacity**

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

## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

- 11.8.2 If the Company assigns Seasonal Storage Capacity to a Supplier pursuant to Part VII, Section 11.8.1 above, the Company shall transfer in-place Gas inventories to the Supplier. The quantity of inventories to be transferred from the Company to the Supplier shall be determined by multiplying the incremental Seasonal Storage Capacity assigned to the Supplier on the Assignment Date times the applicable storage inventory percentage described in Part VII, Section 11.8.5. The Supplier shall be charged the Company's weighted average cost of inventories in off-system storage facilities for each Dekatherm transferred from the Company to the Supplier. The Company shall communicate, by electronic means as determined by the Company or, in the event of failure of such electronic means, by facsimile or other agreeable alternative means, the Company's weighted average cost of inventories, by Gas Service Area, at least two Business Days prior to each Assignment Date.
- 11.8.3 In the event that the Company recalls Storage Withdrawal Capacity from the Supplier pursuant to Part VII, Section 11.7, the Company shall also recall Seasonal Storage Capacity from the Supplier. The Company shall determine the total Seasonal Storage Capacity to be recalled from the Supplier in accordance with the tariffs governing the Storage Withdrawal Capacity returned to the Company.
- 11.8.4 If the Company recalls Seasonal Storage Capacity from a Supplier pursuant to Part VII, Section 11.8.3, the Supplier shall transfer in-place Gas inventories to the Company. The quantity of inventories to be transferred from the Supplier to the Company shall be determined by multiplying the decremental Seasonal Storage Capacity times the applicable storage inventory percentage described in Part VII, Section 11.8.5. The Supplier shall be reimbursed at the Company's weighted average cost of inventories in off-system storage facilities as of the Assignment Date, for each Dekatherm transferred from the Supplier to the Company. The Company shall communicate, by electronic means as determined by the Company or, in the event of failure of such electronic means, by facsimile or other agreeable alternative means, the Company's weighted average cost of inventories, by Gas Service Area, at least two (2) Business Days prior to each Assignment Date.
- 11.8.5 Seasonal storage inventory percentages shall represent the amount of Seasonal Storage Capacity in each assigned storage resource that is assumed to be filled with inventories as of the first Gas Day of the month following the Assignment Date. Each September, the Company shall communicate, by electronic means as determined by the Company or, in the event of failure of such electronic means, by facsimile or other agreeable alternative means, the storage inventory percentages for each

## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

resource that shall be applied to incremental or decremental Seasonal Storage Capacity assignments executed on each of the twelve (12) Assignment Dates beginning in October.

### **11.9 Company-Managed Supplies**

11.9.1 The Company shall provide access to and ascribe cost responsibility for the pro-rata shares of certain Capacity contracts including any Pipeline Capacity, Seasonal Storage Capacity or Storage Withdrawal Capacity, which cannot be delivered to the Company's system or is under contracts that are not releasable to third-parties, and to Peaking Service pursuant to Part VII, Section 14.

11.9.2 The Supplier's Service Agreement shall set forth the quantity of each Company-Managed Supply assigned to the Supplier pursuant to Part VII, Sections 11.4 and 11.8.

11.9.3 The Company shall notify the Supplier of the conditions and/or restrictions on the use of Company-Managed Supplies pursuant to the tariffs and contracts governing the resources.

11.9.4 The Company shall invoice the Supplier for its pro-rata shares of the demand charges, net of asset management revenue, if any, for Capacity contracts assigned to the Supplier as Company-Managed Supplies. The Company shall also flow through to the Supplier all costs, including Supply costs, incurred from the utilization of Company-Managed Supplies on behalf of the Supplier.

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

### **11.10 Capacity Mitigation Service**

11.10.1 Capacity Mitigation Service is available to Suppliers that have been assigned Capacity pursuant to Part VII, Section 11 of this tariff. Such Suppliers shall have the option to take Capacity Mitigation Service from the Company for contracts that would otherwise be released to the Supplier in accordance with this tariff.

## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

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

## **12. Billing and Security Deposits**

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

### **12.2.1 Standard Complete Billing Service**

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

## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

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

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

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

### **12.2.2 Standard Passthrough Billing Service**

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

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

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

- 12.3 The Company shall inform a Customer when Supplier Service has been initiated by a Supplier along with information on how the Customer may file a complaint regarding an unauthorized initiation of Service. This information shall be included on the first bill rendered to the Customer after such initiation.
- 12.4 Customer acting as its own Supplier will be subject to the billing and payment requirements in Part VII, Section 20.8 of this tariff.
- 12.5 Readings taken by an automated meter reading device will be considered actual readings for billing purposes.

## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

### **13. Sales Service**

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

13.2 A Customer receiving Sales Service shall continue to receive Sales Service unless the Customer elects to take Supplier Service and until such time that Supplier Service is initiated for the Customer in accordance with Part VII, Section 20.5 of this tariff. If the Customer terminates Supplier Service, if a Supplier terminates service to the Customer, if the Customer's designated Supplier becomes ineligible to serve the Customer pursuant to Part VII, Sections 9.6.6, 10.7.4, or 20.3 of this tariff, or if the Customer is no longer receiving Supplier Service for any other reason, the Company will provide Sales Service to the Customer so long as providing Sales Service to such Customer would not jeopardize the reliability of the system, in which case pursuant to Part VII, Section 20.5 of this tariff, the Company will initiate Sales Service for the Customer and will provide Sales Service to the Customer until such time that Supplier Service is initiated for the Customer by a new Supplier, consistent with the requirements of Section 13.3 and Section 13.4.

13.3 Any Capacity Assigned Customer returning from Delivery Service to Sales Service shall be required to remain on Sales Service through the following April 30 and shall also pay the Re-entry Surcharge as set out in Part VII, Appendix D through the following April 30. Following this period of remaining on Sales Service and paying the Re-entry Surcharge, the Customer may once again initiate Supplier Service. The Re-entry Surcharge is a Usage based (per Therm) charge in addition to the Cost of Gas (COG) Adjustment that applies to all Gas Usage. The Re-entry Surcharge will be determined during COG proceedings, will be set separately for the Winter Period and Summer Period, and may be subject to monthly updates as approved by the NHPUC.

The Re-entry Surcharge will equal zero except for charges to offset any prior period over-collection, credit or refund reflected in the COG, and shall not be negative. No reductions to the Re-entry Surcharge shall be made to offset prior period under-collections reflected in the COG.

13.4 Any Capacity Exempt Customer switching from Delivery Service to Sales Service shall be required to remain on Sales Service through the following April 30 and shall also pay the Conversion Surcharge as set out in Part VII, Appendix D through the following April 30. Following this period of remaining on Sales Service and paying the Conversion Surcharge, the Customer may once again

## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

initiate Supplier Service, however pursuant to Section 11.3.5 the Customer will become subject to assignment of Capacity and a TCQ will be established according to Section 11.3.2. The Conversion Surcharge is a Usage based (per Therm) charge in addition to the COG that applies to all Gas Usage. The Conversion Surcharge will be determined during COG proceedings, will be set separately for the Winter Period and Summer Period, and may be subject to monthly updates as approved by the NHPUC.

The Conversion Surcharge reflects the positive difference, if any, between the estimated cost of providing supply to Capacity Exempt Customers that switch to Sales Service and the effective COG, shall include charges to offset any prior period over-collection, credit or refund reflected in the COG, and shall not be negative. No reductions to the Conversion Surcharge shall be made to offset prior period under-collections or surcharges reflected in the COG. During the Winter Period, the Conversion Surcharge for high load factor customers will always be greater than or equal to the difference between high load factor (G-50, G-51, G-52) and low load factor (G-40, G-41, G-42) COG rates. During the Summer Period, the Conversion Surcharge will equal the Re-entry Surcharge.

### 14. Peaking Service

#### 14.1 Applicability

Part VII, Section 14 of this tariff applies to all Suppliers, and to all Customers acting as their own Supplier, that have been assigned Capacity on behalf of themselves or Customers in their Aggregation Pools pursuant to Part VII, Section 11 of this tariff.

#### 14.2 Character of Service

14.2.1 Peaking Service shall be provided by the Company subject to an executed Supplier Service Agreement that sets forth the Maximum Daily Peaking Quantity (“MDPQ”) and the assigned Peaking Supply for each of the Supplier’s Aggregation Pools.

14.2.2 The Company shall provide quantities of Gas, at the Supplier’s request, from the Supplier’s Peaking Service Account as established in accordance with Part VII, Section 14.4. Such quantities shall be deemed delivered by the Company and received by the Company at the Designated Receipt Point(s) for the Aggregation Pool. Peaking Service shall be firm and available to the Supplier each Gas Day in accordance with the balance of the Supplier’s Peaking Service Account and the parameters of the Company’s Peaking Service Rule Curve.



## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

### **14.3 Rates and Charges**

14.3.1 The applicable rates for Peaking Service shall be established in the Company's tariff. The Supplier shall pay a peaking demand charge based on its MDPQ of assigned Peaking Capacity as billed by the Company for the Peak Season. Such unit demand charge shall be equal to the total Capacity costs and other fixed costs associated with the Company's peaking resources, excluding costs collected through Delivery rates, divided by the estimated peaking resources needed to meet the Company's total system Peak Day requirement.

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

### **14.4 Peaking Supply**

14.4.1 The Customer's portion of the Peaking Supply that shall be assigned to the Supplier on behalf of the Customer shall be equal to the Peaking Supply multiplied by the ratio of the Customer's MDPQ to the aggregate MDPQ of the total system.

14.4.2 On each Assignment Date, the Company shall assign Peaking Supply to a Supplier whose MDPQ has been increased pursuant to Part VII, Section 11.4. If the Company assigns incremental Peaking Supply to a Supplier, the Company shall credit the balance of the Supplier's Peaking Service Account for volumes available through October 31 in accordance with the Peaking Service Rule Curve. The amount credited to the Supplier's Peaking Service Account shall be determined by multiplying the incremental Peaking Supply by the peaking inventory percentage described in Part VII, Section 14.4.5.

14.4.3 On each Assignment Date, the Company shall recall Peaking Supply from a Supplier whose MDPQ has been decreased pursuant to Part VII, Section 11.7. The Company shall determine the Supplier's total Peaking Supply for recall to be equal to the difference between the cumulative total Peaking Supply assigned to the Supplier as of the previous Assignment Date and the total Peaking Supply that is assignable to the Supplier in accordance with Part VII, Section 14.4.1 above.

## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

- 14.4.4 If the Company recalls Peaking Supply from a Supplier pursuant to Part VII, Section 14.4.3, the Company shall debit the balance of the Supplier's Peaking Service Account for volumes available through October 31 in accordance with the Peaking Service Rule Curve. The amount debited from the Supplier's Peaking Service Account shall be determined by multiplying the decremental Peaking Supply by the peaking inventory percentage described in Part VII, Section 14.4.5.
- 14.4.5 The peaking inventory percentage shall represent the level of Peaking Supply assumed to be available to a Supplier in its Peaking Service Account as of the first Gas Day of the Month following the Assignment Date for incremental and decremental assignments of Peaking Supply. Each September, the Company shall communicate electronically, by facsimile or by other agreeable alternative means the Peaking Inventory Percentages that shall be applied to incremental or decremental Peaking Supply assignments executed on each of the twelve (12) Assignment Dates beginning in October.
- 14.4.6 On each Annual Reassignment Date, the Company shall reset the balance in the Supplier's Peaking Service Account to equal the total Peaking Supply assignable to the Supplier on behalf of Customers enrolled in its Aggregation Pool (as of the first Gas Day of the Month following the Annual Reassignment Date) as determined in accordance with Part VII, Section 14.4.1 above.
- 14.5 Nomination of Peaking Service
- 14.5.1 The Supplier shall nominate with the Company the quantity of Peaking Supply, not in excess of the amount determined pursuant to Part VII, Section 14.4.2, that the Supplier desires to be provided from its Peaking Service Account for the applicable Gas Day. For an Aggregation Pool of Customers taking daily metered Delivery Service, the notice given by the Supplier to the Company for an applicable Gas Day shall be made in accordance with Part VII, Section 9.3 of this tariff. For an Aggregation Pool of Customers taking non-daily metered Delivery Service, the notice given by the Supplier to the Company for an applicable Gas Day shall be made in accordance with Part VII, Section 10.3 of this tariff.
- 14.5.2 In response to a valid Nomination for Peaking Service, the Company shall provide the requested quantity of Gas, which shall be deemed to be delivered by the Company and received by the Company at the Designated Receipt Point(s) of the Supplier's Aggregation Pool, subject to the limitations herein. Nominated quantities shall be included in the

## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

determination of receipts at the Designated Receipt Point(s) for the Supplier's Aggregation Pool, which factors into the daily balancing provisions set forth in this tariff.

14.5.3 The Company may reject a Supplier's Nomination for Peaking Service if the nominated quantity would cause the balance of the Supplier's Peaking Service Account to fall to a level that is 10% or more below the minimum allowable account balance for the Month in which the Nomination is requested, as computed in accordance with the Peaking Service Rule Curve. Under such circumstances, the Company shall require the Supplier to nominate the pipeline and/or storage resources, within the contract entitlements assigned to the Supplier under Part VII, Section 11, required to maintain the Supplier's Peaking Service Account above the minimum allowable account balance described above. The balance of the Supplier's Peaking Service Account may not in any event fall below zero (0).

14.5.4 The Company shall provide Peaking Service supplies to the Supplier only when the volumes in the Peaking Service Account for the Aggregation Pool are greater than zero (0).

### **14.6 Peaking Service Critical Day Provisions**

14.6.1 In the event that the volumes in a Supplier's Peaking Service Account for an Aggregation Pool are reduced to a level below the minimum allowable account balance as computed in accordance with the Company's Peaking Service Rule Curve, the Company may issue an OFO to such Supplier pursuant to Part VII, Section 16 of this tariff.

14.6.2 In the event that the total volumes of all Peaking Service Accounts within one or more of the Company's Gas Service Areas are reduced to levels below the total minimum allowable account balances as computed in accordance with the Company's Peaking Service Rule Curve, the Company may declare a Critical Day and issue a blanket OFO pursuant to Part VII, Section 16 of this tariff.

14.6.3 If, on a Critical Day, the Company projects, based on the Supplier's Nominations, that the Supplier's scheduled deliveries to the Designated Receipt Point(s) of an Aggregation Pool are less than the maximum feasible volumes for deliveries on the Transporting Pipeline, the Company may issue an OFO to the Supplier in accordance with Part VII, Section 16 of this tariff.

### **15. Discontinuance of Service**

## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

The Company shall notify a Customer's Supplier of record that it has initiated any applicable billing and termination procedures as prescribed by the NHPUC. In the event that the Company discontinues Delivery Service to a Customer in accordance with the provisions set forth above, the Company shall provide electronic notification to the Customer's Supplier of record upon final billing to the Customer. The Company shall not be liable for any revenue loss to the Supplier as a result of any such disconnection.

### **16. Operational Flow Orders and Critical Days**

16.1 In the event of a material and significant threat to the operational integrity of the Company's system, the Company may declare a Critical Day.

16.2 Circumstances constituting a threat to the operational integrity of the system that may cause the Company to declare a Critical Day shall include, but not be limited to: (1) a failure of the Company's distribution, storage, or production facilities; (2) near-maximum utilization of the Company's distribution, storage, production, and Supply resources; (3) inability to fulfill firm service obligations; and (4) issuance of an OFO or similar notice by upstream transporters. A Critical Day may not be declared on all or a portion of the system for the purpose of maintaining Interruptible Delivery Service on that portion of the system, but interruptible Gas may flow at times or on portions of the system when such flow would not violate any operational control restrictions or provisions of this tariff.

16.3 In the event that the Company has declared a Critical Day, the Company will have the right to issue an Operational Flow Order ("OFO") in which the Company may instruct Suppliers to take such action as conditions require, including, but not limited to, diverting Gas to or from the Company's distribution system, within the contract entitlements, if any, assigned to the Supplier under Part VII, Section 11 hereof. An OFO may be issued on a pipeline or point-specific basis. An OFO may be issued by the Company as a blanket order to all Suppliers or to an individual Supplier whose actions are determined by the Company to jeopardize system integrity. The Company may issue an OFO to an individual Supplier if the Company faces Gas cost exposure in excess of daily cashout or imbalance penalties as set forth in Part VII, Sections 9.6, 9.7, 10.6, and 10.7 for any under-deliveries or over-deliveries caused by that Supplier.

16.4 The Company will provide the Supplier with as much notice as is reasonably practicable of the issuance and removal of a Critical Day or an OFO; under most circumstances, the Company intends to provide at least twenty-two (22) hours' notice prior to the start of the Gas Day for the issuance of the Critical Day or OFO. Notification of the issuance and removal of a Critical Day or an OFO will be made by means as established in the Supplier Service Agreement. The Supplier will be responsible for coordinating with its Customers any change to the

## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

Customer's quantity of Gas Usage. An OFO or Critical Day will remain in effect until its removal by the Company.

- 16.5 All quantities of Gas over-delivered or under-delivered to the Company's system in violation of an OFO will be subject to the Critical Day provisions of Part VII, Sections 9.6 and 10.6 of this tariff.

### **17. Force Majeure and Limitation of Liability**

- 17.1 Neither the Company nor the Supplier will be liable to the other for any act, omission, or circumstance occasioned by or in consequence of any event constituting force majeure, and unless it is otherwise expressly provided herein, the obligations of the Company and the Supplier then existing hereunder will be excused during the period thereof to the extent affected by such event of force majeure, provided that reasonable diligence is exercised to overcome such event. As used herein, force majeure will mean the inability of the Company or the Supplier to fulfill its contractual or regulatory obligations: as a result of compliance by either party with an order, regulation, law, code, or operating standard imposed by a governmental authority; by reason of any act of God or public enemy; by reason of storm, flood, fire, earthquake, explosion, civil disturbance, labor dispute, or breakage or accident to machinery or pipeline (which breakage or accident is not the result of the negligence or misconduct of the party claiming force majeure); by reason of any declaration of force majeure by upstream Transporting Pipelines; or by reason of any other cause, whether the kind enumerated herein or otherwise, not within the control of the party claiming force majeure and which by the exercise of reasonable diligence such party is unable to prevent or overcome. Notwithstanding the foregoing, the Customer's and the Supplier's obligation to make any payments required under this tariff will in no case be excused by an event of force majeure. Nor will a failure to settle or prevent any labor dispute or other controversy with employees or with anyone purporting or seeking to represent employees be considered to be a matter within the control of the party claiming excuse. The party claiming force majeure will, on request, provide the other party with a written explanation thereof and of the remedy being undertaken.

- 17.2 The Company shall be liable only for direct damages resulting from the Company's conduct of business when the Company, its employees, or agents have acted in a negligent or intentionally wrongful manner. In no event shall the Company be liable to any party for any indirect, consequential, or special damages, whether arising in tort, contract, or otherwise, by reason of any services performed, or undertaken to be performed, or actions taken by the Company, or its agents or employees, under this tariff or in accordance with or required by law, including, without limitation, termination of the Customer's service.

## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

- 17.3 If the Company is unable to render firm Delivery Service to the Customer taking such service as contemplated by this tariff as a result of force majeure and such inability continues for a period of thirty (30) Gas Days, the Customer may provide written notice to the Company of its desire to terminate Delivery Service at the expiration of thirty (30) Gas Days from the Company's receipt of such notice, but no sooner than sixty (60) Gas Days following the outset of the force majeure. If the Company has not restored Delivery Service to the Customer at the end of such notice period, the Customer's Delivery Service will terminate and both parties will be released from further performance hereunder, except for obligations to pay sums due and owing as of the date of termination.
- 17.4 The Company and the Supplier shall indemnify and hold the other and their respective affiliates, and the directors, officers, employees, and agents of each of them (collectively, "affiliates") harmless from and against any and all damages, costs (including attorney's fees), fines, penalties, and liabilities, in tort, contract, or otherwise (collectively, "liabilities"), resulting from claims of third parties arising, or claimed to have arisen, from the acts or omissions of either party in connection with the performance of the indemnifying party's obligations under this tariff. The Company and the Supplier shall waive recourse against the other party and its affiliates for or arising from the non-negligent performance by such other party in connection with the performance of its obligations under this tariff.

### **18. Curtailment**

- 18.1 Whenever the integrity of the Company's system or the Supply of the Company's Customers taking Sales Service or Delivery Service is believed to be threatened by conditions on its system or upon the systems with which it is directly or indirectly interconnected, the Company may, in its sole reasonable judgment, curtail or interrupt Gas service or reduce pressure as set out in Part II.16 of this tariff. Such action shall not be construed to constitute a default nor shall the Company be liable therefor in any respect. The Company will use efforts reasonable under the circumstances to overcome the cause of such curtailment, interruption, or reduction and to resume full performance.
- 18.2 The Company shall communicate notice of curtailment as soon as practicable to the Suppliers of affected Customers by means as specified in the Supplier Service Agreement.
- 18.3 The Company shall take reasonable care in providing regular and uninterrupted service to its firm Customers, but whenever the Company deems that the situation warrants any interruption or limitation in the service to be rendered, such interruption or limitation shall not constitute a breach of the contract and shall not render the Company liable for any damages suffered thereby by any person, or excuse the Customer from further fulfillment of the contract.

## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

- 18.4 If the Company is required to curtail or interrupt service due to capacity constraints, the Company's Interruptible Delivery Service shall have a priority subordinate to the Company's firm Delivery Service and Sales Service Customers.
- 18.5 In any case where the Company determines in its judgment that a curtailment or interruption of firm services is necessary, the Company will curtail and/or interrupt firm Delivery Service and Sales Service Customers on a nondiscriminatory basis.

### **19. Taxes**

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

### **20. Supplier Terms and Conditions**

#### **20.1 Applicability**

## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

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

### **20.2 Obligations of Parties**

#### **20.2.1 Customer**

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

#### **20.2.2 Company**

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

- (a) Provide Customer service and support, including call center functions, for services provided by the Company under this tariff;
- (b) Respond to service interruptions, reported Gas leaks, and to other Customer safety calls;
- (c) Handle connections, curtailments, and terminations for services provided by the Company under this tariff;
- (d) Read meters;
- (e) Submit bills to Customers for Delivery Service and if contracted by the Supplier, for Supplier Service in accordance with Part VII, Section 12.2.1;
- (f) Address billing inquiries for Delivery Service;
- (g) Answer general questions about Delivery Service;
- (h) Provide to Suppliers, on request, the data format and procedures for electronic information transfers and funds transfers;



## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

- (i) Arrange for or provide Sales Service to the Customer at the request of the Customer in accordance with the Company's tariff; and
- (j) Provide information regarding, at a minimum, rate tariffs, billing cycles, Capacity assignment methods, and Consumption Algorithms.

### **20.2.3 Supplier**

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

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

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

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

### **20.3 Supplier Requirements and Practices**

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

## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

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

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

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

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

The Company shall base the Supplier's maximum financial liability as two (2) times the highest month's aggregated Gas Usage of all Customers currently served by the Supplier at the highest Monthly Index in the preceding twenty-four (24) Months. This amount may be updated

## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

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

- 20.3.4 The Supplier shall warrant that it has or will have entered into the necessary arrangements for the purchase of Supplies which it desires the Company to transport to its Customers, and that it has or will have entered into the necessary upstream transportation arrangements for the delivery of these Gas supplies to the Designated Receipt Point.
- 20.3.5 The Supplier shall warrant to the Company that it has good title to or lawful possession of all Gas delivered to the Company at the Designated Receipt Point on behalf of the Supplier or the Supplier's Customers. The Supplier shall indemnify the Company and hold it harmless from all suits, actions, debts, accounts, damages, costs, losses, taxes, and expenses arising from or out of any adverse legal claims of third parties to or against said Gas.
- 20.3.6 The Supplier shall be responsible for making all necessary arrangements and securing all required regulatory or governmental approvals, certificates, or permits to enable Gas to be delivered to the Company's system.
- 20.3.7 By agreeing to provide service under this tariff, the Supplier acknowledges that adherence to any applicable law regarding unfair trade practices, truth in advertising law, or law of similar import is required. Any Supplier found by a court of competent jurisdiction to have willfully or repeatedly violated the New Hampshire Consumer Protection Act, N.H.R.S.A. Ch. 358-A; the Federal Trade Commission Telemarketing Sales Rules, 16 C.F.R. Part 310; or the regulations promulgated pursuant to the Federal Trade Commission Act, 15 U.S.C. § 45 (a) (1), may be

## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

suspended or disqualified from acting as a Supplier on the Company's system.

20.3.8 If the Supplier fails to comply with or perform any of the obligations on its part established in this tariff or in the Supplier Service Agreement (e.g., failure to deliver Gas or late payment of bills rendered or failure to execute a capacity assignment), the Company maintains the right to terminate the Supplier's eligibility to act as a Supplier on the Company's system. Written notice of such an intent to terminate the Supplier's eligibility shall be given to the Supplier, its Customers, and the NHPUC. Notification to the Supplier shall be via Registered U.S. Mail - Return Receipt Requested or other means of documented delivery. Upon issuance of such written notice, the Company shall have the right to terminate the Supplier's eligibility to act as a Supplier on the Company's system at the expiration of ten (10) Gas Days after the giving of such notice, unless within such ten (10) Gas Day period the Supplier shall remedy to the full satisfaction of the Company such failure. Termination of such Supplier eligibility for any such cause shall be a cumulative remedy as to the Company, and shall not release the Supplier from its obligation to make payment of any amount or amounts due or to become due from the Supplier to the Company under the Company's applicable tariffs. Customers whose Supplier's deliveries have been terminated will be placed on Sales Service pursuant Part VII, Section 13 of this tariff.

### **20.4 Access to Usage History and Current Billing Information**

The Supplier shall be responsible for obtaining the necessary Authorization Number from each Customer prior to requesting the Company to release the Company's historic usage information specific to that Customer to such Supplier.

The Company shall be required to provide the most recent twelve (12) months of a Customer's historic usage data to a Supplier, provided that the Supplier has received the appropriate authorization as set forth above.

### **20.5 Enrollment, Cancellation, and Termination of Supplier Service**

20.5.1 The Supplier shall be responsible for obtaining the necessary Authorization Number from each Customer prior to initiating Supplier Service to the Customer.

20.5.2 The Supplier must provide the Company with the following minimum information in the Company's predetermined format prior to the commencement or termination of service by the Supplier pursuant to Part VII, Section 20.5 of this tariff:

**VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

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

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

- 20.5.3 A change in Supplier Service will normally be made on a monthly metering and billing cycle basis, with changes taking effect on the date of the Customer's next scheduled meter read. Enrollment forms must be transmitted no less than ten (10) Business Days prior to the Customer's next scheduled meter read. If more than one Supplier submits a Supplier Service transaction for a given Customer during the monthly billing cycle, the first completed transaction that is received during the cycle shall be accepted. All other transactions shall be rejected. Rejected transactions may be resubmitted after the Customer's next scheduled meter read.
- 20.5.4 If the Supplier submits information to the Company to terminate Supplier Service to a Customer less than ten (10) Gas Days before the next scheduled meter read, Supplier Service shall be terminated on the date of the Customer's subsequent scheduled meter read. The Company shall confirm the termination date for Supplier Service.
- 20.5.5 In those instances when a Customer who is receiving Supplier Service from an existing Supplier initiates such service with a new Supplier, the Company shall send the date for the Customer's change in Supplier Service to the existing Supplier.
- 20.5.6 To terminate Supplier Service with a Supplier and to initiate Sales Service, a Customer shall so inform the Company and the Supplier. Supplier Service shall be terminated on the date of the Customer's next scheduled meter read provided that the Company receives notice of such termination

## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

no less than ten (10) days in advance of the next scheduled meter read. Where such notice is received by the Company in less than ten (10) days in advance of the next scheduled read, the termination shall be effective as of the date of the following scheduled read. The Company shall send the Customer's termination date for Supplier Service to the Supplier.

20.5.7 A Customer who moves within the Company's service territory shall have the opportunity to notify its existing Supplier that it seeks to continue Supplier Service with said Supplier. Upon such notification, the Supplier may enroll the Customer pursuant to the provisions set forth in this Section in order to initiate Supplier Service for the Customer at the new location. The Company shall make the necessary adjustments to the Supplier's affected Aggregation Pools, including but not limited to, changes to Designated Receipt Points, and quantities of Capacity for assignment, if any, pursuant to this tariff and the Supplier's Service Agreement with the Company. In the event that the existing Supplier does not enroll the Customer for Supplier Service at the new location, the Company shall arrange for or provide Sales Service to the Customer.

20.5.8 In those instances when a new Customer moves to the Company's service territory, the Customer's Supplier must enroll the Customer pursuant to the provisions set forth in this Section in order to initiate Supplier Service for the Customer. Otherwise, the Customer shall receive Sales Service in accordance with Part VII, Section 13.

20.5.9 The Company may charge fees to the Supplier for processing the transactions described in this Section, as approved by the NHPUC. These fees are included in Appendix A.

### **20.6 Aggregation Pools**

20.6.1 The aggregation of Customer accounts into an Aggregation Pool is limited by the Delivery Service of the respective Customers. Non-daily metered Customers subscribing to Delivery Service under Rate Schedules T-40, T-41, T-50, T-51 pursuant to Part VII, Section 10.1 must be aggregated in a separate pool from Customers subscribing to daily metered delivery service under Rate Schedules T-42, T-52 and IT or otherwise pursuant to Part VII, Section 9.1.

20.6.2 Non-daily metered Customers taking Delivery Service pursuant to Part VII, Section 10 of this tariff shall be combined by a Supplier into a single Aggregation Pool within each of the Company's designated Gas Service Areas.

## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

Daily metered Customers taking Delivery Service pursuant to Part VII, Section 9 of this tariff shall be combined by a Supplier into a single Aggregation Pool within each of the Company's designated Gas Service Areas.

20.6.4 A separate Supplier account will be established for each Supplier Aggregation Pool.

20.6.5 The election of any service from the Company by the Supplier shall apply to the entire Aggregation Pool and not just an individual customer in the Aggregation Pool.

20.6.6 The Company may charge a monthly fee to the Supplier for each Aggregation Pool pursuant to Appendix A.

### **20.7 Imbalance Trading**

20.7.1 Prior to the imposition of imbalance charges, the Supplier may engage in trading daily and monthly imbalances for the previous Month, provided that daily imbalance trades are communicated to the Company within three (3) Business Days upon the Company's provision of information on Supplier imbalances for said Month.

20.7.2 The Company will make available a list of Suppliers by Gas Service Area making deliveries during the previous Month.

20.7.3 Aggregation Pools affected by the transaction must be located within the same Gas Service Area as defined in Part VII, Section 4, unless waived by the Company.

20.7.4 Daily imbalance trades must be point-specific on those Gas Days when the Transporting Pipeline required the Company to balance on a point-specific basis.

### **20.8 Billing and Payment**

20.8.1 By the tenth (10th) Business Day of the calendar month, the Company shall render to the Supplier a statement of the quantities delivered and amounts owed by the Supplier for the prior Month. The Company will provide Suppliers with their Customers' consumption data based on estimated or actual meter readings at the appropriate cycle read dates for each Customer in the Aggregation Pool pursuant to Part VII, Section 12 of this tariff. This data will be provided on a rolling basis as readings or estimates are made.

## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

- 20.8.2 Calculation of the charges applicable to the Aggregation Pool will be based on aggregated Gas Usage and other such indicators of all Customers in the Aggregation Pool. Billing for charges applicable to an Aggregation Pool, including but not limited to imbalance charges, credits or penalties, shall be billed to the Supplier on a calendar month basis.
- 20.8.3 The Supplier shall have ten (10) Business Days from the date of such statement to render payment to the Company. The Supplier shall render payment by means of electronic funds transfer to the Company. The late payment rate will apply to all amounts outstanding after ten (10) days.
- 20.8.4 If the correctness of the Company's bill to the Supplier is questioned or disputed by the Supplier, an explanation should be promptly requested from the Company. If the bill is determined to be incorrect, the Company shall issue a corrected bill. In the event that the Supplier and the Company fail to agree on the amount of the bill, the Supplier may file a complaint with the Commission to resolve such complaint.

### **21. Customer Designated Representative**

- 21.1 The Customer may appoint a Designated Representative to satisfy or undertake the Customer's duties and obligations; including, but not limited to submitting and/or receiving notices, making nominations, arranging for trades of imbalances, and performing operational and administrative tasks; provided, however, that under no circumstances will the appointment of a Designated Representative relieve the Customer of the responsibility to make full and timely payment to the Company for all Delivery Service provided under this tariff.
- 21.2 A request by a Designated Representative to the Company that contains the Customer's Authorization Number will be deemed to be confirmation that the Customer has designated such person or entity as a Designated Representative. A Customer may appoint only one (1) Designated Representative per account.
- 21.3 Under any agency established hereunder, the Company shall rely upon information concerning the applicable Customer's Delivery Service that is provided by the Designated Representative. All such information shall be deemed to have been provided by the Customer. Similarly, any notice or other information provided by the Company to the Designated Representative concerning the provision of Delivery Service to such Customer shall be deemed to have been provided to the Customer. The Customer shall rely upon any information concerning Delivery Service that is provided to the Designated Representative as if that information had been provided directly to the Customer.



**VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

- 21.4 The Customer shall agree to indemnify the Company and hold it harmless from any liability (including reasonable legal fees and expenses) that the Company incurs as a result of the Designated Representative's negligence or willful misconduct in its performance of agency functions on the Customer's behalf.

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**VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

**Reserved For Future Use**

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Issued by: 

Title: Senior Vice President

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

## **VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

### **APPENDIX D**

#### **Re-entry Surcharge and Conversion Surcharge**

##### **A. Purpose:**

The Re-entry Surcharge and Conversion Surcharge are designed to ensure that Delivery Service Customers migrating to Sales Service pay the full incremental costs of their migration in order to limit inequitable cost shifting to other customers. Specifically, these surcharges are intended to protect against the risk that the incremental cost of gas to serve Delivery Service Customers moving to Sales Service is higher than the average cost of gas.

##### **B. Application of the Re-entry Surcharge and Conversion Surcharge:**

Re-entry Surcharge. Pursuant to Section 13.3, Capacity Assigned Customers who return from Firm Delivery Service to Firm Sales Service will be assessed a Usage based (per therm) charge in addition to the Cost of Gas for all Sales Service consumption following the switch through the following April 30.

Conversion Surcharge. Pursuant to Section 13.4, Capacity Exempt Customers who switch from Firm Delivery Service to Firm Sales Service will be assessed a Usage based (per therm) charge in addition to the Cost of Gas for all Sales Service consumption following the switch through the following April 30.

##### **C. Calculation of Re-entry Surcharge and Conversion Surcharge:**

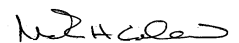
Re-entry Surcharge. The Re-entry Surcharge will equal zero except for charges to offset any prior period over-collection, credit or refund reflected in the Cost of Gas rate, and shall not be negative. No reductions to the Re-entry Surcharge shall be made to offset prior period under-collections reflected in the Cost of Gas rate.

Conversion Surcharge. The Conversion Surcharge reflects the difference between the estimated cost of providing supply to Capacity Exempt Customers that switch to Sales Service and the effective Cost of Gas rate, shall include charges to offset any prior period over-collection, credit or refund, and shall not be negative. No reductions to the Conversion Surcharge shall be made to offset prior period under-collections reflected in the Cost of Gas rate. During the Peak Season, the Conversion Surcharge for high load factor customers will always be greater than or equal to the difference between high load factor (G-50, G-51, G-52) and low load factor (G-40, G-41, G-42) Cost of Gas rates. During the Off-Peak Season, the Conversion Surcharge will equal the Re-entry Surcharge.

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**VII. DELIVERY SERVICE TERMS AND CONDITIONS (continued)**

**Appendix D**

**Re-entry Surcharge and Conversion Surcharge  
(continued)**

**D. Information to be Filed with the Commission:**

As part of the annual Cost of Gas filing, the Company shall file with the Commission a report showing the number of customers assessed the Re-entry Surcharge and the Conversion Surcharge and the amount of revenue received for each charge through the prior April 30. Pursuant to the Company's Cost of Gas Clause, the Company will apply such revenues as credits to the Company's New Hampshire Division Cost of Gas.

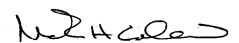
The following Re-entry Surcharge and Conversion Surcharge shall be applicable for the period of November 1, 2017 through April 30, 2018.

<b>Effective Dates:</b>	<b>November 1, 2017 – April 30, 2018</b>	<b>May 1, 2018 – October 30, 2018</b>
<b>Re-entry Surcharge:</b>	\$#.## per therm	\$#.## per therm
<b>Conversion Surcharge, Low Load Factor (G-40, G-41, G-42):</b>	\$#.## per therm	\$#.## per therm
<b>Conversion Surcharge, High Load Factor (G-50, G-51, G-52):</b>	\$#.## per therm	\$#.## per therm

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**Proposed Changes to Delivery Service Terms and Conditions**

Item (App. A reference)	Current Provision	Proposed Provision
<b>A. TOTAL CAPACITY QUANTITY</b>		
Annual TCQ Review (Sec. 2; Sec. 11.3.6)	TCQs are determined at the time each customer commences Supplier Service and remain in effect until the customer returns to Sales Service.  A new TCQ is established if the customer again elects Supplier Service.	TCQs are recalculated and reviewed annually. Any variation beyond 5% of the existing TCQ will require the TCQ to be updated to the newly calculated value.  New TCQ to be provided to Suppliers by August 1 for effect each November 1.
Capacity Ratio (Sec. 2, Sec. 11.3.2)	TCQ is determined as the customer's estimated gas usage on the peak day.  Capacity is assigned based on the customer's own peak day demand.	TCQ is determined as the customer's estimated gas usage on the peak day multiplied by the Capacity Ratio.  Capacity is assigned based on the customer's share of the capacity in the portfolio.  Capacity Ratio equals the capacity in the portfolio relative to aggregate peak day demand (planning load).
<b>B. CAPACITY EXEMPT STATUS</b>		
Capacity Exempt Customers, Existing (Sec. 11.3.3)	Customers who commenced Supplier Service prior to March 15, 2000 are exempt from capacity assignment.  No requirement for daily metering.	Supplier Service customers who became exempt from capacity assignment before November 1, 2017, and who install daily metering by May 1, 2018 shall remain exempt from capacity assignment.
Capacity Exempt Customers, New (Sec. 11.3.4)	Customers who take Supplier Service as their initial service as a new customer after March 14, 2000 are exempt from capacity assignment.  No requirement for daily metering.	Customers who initiate Supplier Service within 60 days of initial gas flow as a new customer are exempt from capacity assignment.  Daily Metering required for all Capacity Exempt Customers.
<b>C. METHOD OF CAPACITY ASSIGNMENT</b>		
Capacity Definitions (Sec. 2)	Pipeline Capacity = Transportation contracts  Storage Capacity = Storage contracts and associated transport to ship gas to system  Peaking Capacity = Capacity in addition to upstream pipeline and storage capacity	Pipeline Capacity = Transportation contracts and associated Granite capacity.  Storage Capacity = Storage contracts and associated transport and Granite capacity to ship gas to system  Peaking Capacity = On-system peaking resources and Granite capacity not designated as Pipeline or Storage

Item (App. A reference)	Current Provision	Proposed Provision
C. METHOD OF CAPACITY ASSIGNMENT (continued)		
Form of Assignment (Sec. 11.5.1, 11.9.1)	<p>Paths utilizing Canadian capacity are assigned as Company-Managed Supplies.</p> <p>Tariff is silent on capacity paths that cannot deliver to the system.</p>	<p>Paths utilizing Canadian capacity are assigned via Capacity Release, unless contracts are not releasable.</p> <p>Capacity that does not deliver to the system (such as capacity with CMA delivery points) is Company-Managed.</p>
Peaking Supply (Sec. 2, Sec. 11.9.1)	Peaking Supply includes supply from both on-system peaking capacity and off-system peaking supplies acquired to meet forecasted Peak Season supply requirements. This resource is Company-Managed.	<p>Peaking Supply includes only supply from on-system peaking capacity resources (such as LNG). This resource is Company-Managed.</p> <p>Marketers will procure their own off-system peaking supplies.</p>
D. ACCEPTANCE TO SALES SERVICE		
Obligation to Provide Sales Service (Sec. 13.2)	If a Customer or Supplier terminates Supplier Service, the Company will provide Sales Service to Customer up to its TCQ. (Current Sec. 13.3, 13.4 and 13.5) No obligation to serve in excess of TCQ. The Company may serve in excess of TCQ if adequate Capacity and Supply are available. (Current Sec. 13.6)	If a customer terminates Supplier Service, the Company will provide Sales Service as long as reliability of the system is not jeopardized.
Stay Period (Sec. 13.3, 13.4)	Any Delivery Service Customer who commences Sales Service must remain on Sales Service for a minimum of one year before being eligible to resume Supplier Service. (Current Sec. 13.7)	Any Delivery Service Customer who commences Sales Service must remain on Sales Service through the next April 30 and becomes eligible to resume Supplier Service beginning May 1.
Migration Fees (Sec. 13.3, 13.4)	Any Delivery Service Customer who commences Sales Service after June 30, 2006, shall pay a Re-Entry Fee for 12 months, which is assessed on the portion of peak day gas usage not subject to capacity assignment, where the fee is based on 25% of annual capacity cost. (Current Sec. 13.7)	<p>Non-exempt customers who return to Sales Service pay a volumetric Re-entry Surcharge through the Stay Period. Re-entry Surcharge reflects the reversal of any prior period credits or refunds and cannot be negative.</p> <p>Exempt customers who move to Sales Service pay a volumetric Conversion Surcharge through the Stay Period. Winter Conversion Surcharge reflects estimated incremental cost to serve Exempt customers and reversal of any prior period credits or refunds and cannot be negative. Summer Conversion Surcharge equal to Re-entry Surcharge.</p>