

DOCKETS IN WHICH RANDALL S. KNEPPER HAS TESTIFIED

DW 04-048

City of Nashua, New Hampshire Petition For Valuation Pursuant To RSA 38:9

DG 08-048

Unitil Corporation and Northern Utilities Natural Gas
Joint Petition for Approval for Stock Acquisition

DG 11-040

National Grid USA, et al
Joint Petition for Authority to Transfer Ownership of Granite State Electric and EnergyNorth
Natural Gas, Inc. to Liberty Energy Utilities Corp.

DG 11-106

National Grid
Cast Iron/Bare Steel Replacement Program Results

DG 11-196

Unitil Corporation and Northern Utilities, Inc
Show Cause Proceeding

DG 13-149

EnergyNorth Natural Gas, Inc. d/b/a Liberty Utilities, Inc.
2013 Cast Iron/Bare Steel Replacement Program Results

DG 14-041

Liberty Utilities (EnergyNorth Natural Gas) Corp. d/b/a Liberty Utilities
2014 Cast Iron/Bare Steel Replacement Program Results

DG 14-155

Liberty Utilities (EnergyNorth Natural Gas) Corp. and Iberdrola USA Enterprises, Inc.
Joint Petition for Authority to Transfer Ownership of New Hampshire Gas Corporation to
Liberty Utilities (EnergyNorth Natural Gas) Corp.

DG 15-104

Liberty Utilities (EnergyNorth Natural Gas) Corp d/b/a Liberty Utilities
2015 Cast Iron/Bare Steel Replacement Program Results

DG 15-121

Northern Utilities, Inc.
Request for Hearing on Notices of Violations PS1501NU and PS1502NU

DE 15-459

Northern Pass Transmission LLC
Petition to Commence Business as a Public Utility

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DE 15-460

Northern Pass Transmission LLC

Petition to Cross Public Waters in Pittsburg, Clarksville, Stark, Lancaster, Dalton, Bethlehem, Franconia, Easton, Plymouth, Woodstock, Ashland, Bridgewater, New Hampton, Hill, Bristol, Franklin, Northfield, Concord, Pembroke, Allenstown and Deerfield

DE 15-461

Northern Pass Transmission LLC

Petition to Cross Land Owned by the State in Stark Northumberland, Lancaster, Dalton, Bethlehem, New Hampton, Hill, Franklin, Canterbury, Pembroke and Allenstown

DE 15-462

Public Service Company of New Hampshire d/b/a Eversource Energy

Petition for Licenses to Construct and Maintain Electric Lines over and across Public Waters in Bridgewater, Bristol, Dalton, Deerfield, Hill, Lancaster, New Hampton, Northfield, Pembroke, Stark, Concord and Franklin

DE 15-463

Public Service Company of New Hampshire d/b/a Eversource Energy

Petition for Licenses to Construct and Maintain Electric Lines over and across Lands Owned by the State in Stark, Northumberland, Lancaster, Dalton, New Hampton, Canterbury, Pembroke and Franklin

DG 16-449

Liberty Utilities (EnergyNorth Natural Gas) Corp. d/b/a Liberty Utilities
2016 Cast Iron/Bare Steel Replacement Program Results

DG 17-048

Liberty Utilities (EnergyNorth Natural Gas) Corp. d/b/a Liberty Utilities
Request for Change in Rates

DG 17-063

Liberty Utilities (EnergyNorth Natural Gas) Corp. d/b/a Liberty Utilities
2017 Cast Iron/Bare Steel Replacement Program Results

DG 18-064

Liberty Utilities (EnergyNorth Natural Gas) Corp. d/b/a Liberty Utilities
2018 Cast Iron/Bare Steel Replacement Program Results

DG 18-092

Liberty Utilities (EnergyNorth Natural Gas) Corp. d/b/a Liberty Utilities
Petition for a License to Construct and Maintain a Natural Gas Pipeline Beneath the Ashuelot River in Keene

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RULEMAKING PROCEEDINGS

DRM 04-149

RULEMAKING

Puc 500, Gas Service and Gas Safety, Proposed Readoption with Admendment

DRM 08-004

RULEMAKING

Puc 1300 Pole Attachments-Regular Rules

DRM 08-087

RULEMAKING

Puc 800 Rules

DRM 08-091

RULEMAKING

Puc 800, Underground Utility Damage Prevention Program Repromulgating Regular Rules

DRM 11-077

RULEMAKING

Puc 500 - Rules for Gas Service

DRM 12-298

RULEMAKING

Rules for Pipeline Public Utilities - Puc 1400

DRM 13-090

RULEMAKING

Puc 300 - Rules for Electric Service

DRM 16-508

RULEMAKING

All Utilities - Puc 800, Underground Utility Damage Prevention Program (DigSafe)

DRM 17-139

RULEMAKING

N.H. Code Admin. Rules Puc 1300, Utility Pole Attachment Rules Readoption and Amendment

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INVESTIGATIONS

Liberty Keene Plant Malfunction Investigation 2015

Unitil Hampton Locke Road Investigation 2015

December 2008 Ice Storm After Action Review

October 2011 Snowstorm After Action Review

2014 Thanksgiving Storm After Action Review

Benton Logging Incident 2015

Eversource Keene Fatality 2014

Eversource Phase 2 System Investigation 2016

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

16 OPERATIONAL FLOW ORDERS AND CRITICAL DAYS

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

17 FORCE MAJEURE AND LIMITATION OF LIABILITY

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

ISSUED: May 18, 2018

ISSUED BY: /s/ Susan L. Fleck

EFFECTIVE: May 01, 2018

TITLE: Susan L. Fleck
President

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

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

18 CURTAILMENT

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

ISSUED: May 18, 2018

ISSUED BY: /s/Susan L. Fleck

EFFECTIVE: May 01, 2018

Susan L. Fleck
TITLE: President

Tennessee Gas Pipeline Company, L.L.C., TGP Tariffs

Filing Category: Compliance
FERC Docket: RP13-00545-001
FERC Order: 144 FERC ¶ 61,249
09/30/2013

Filing Date: 08/29/2013
FERC Action: Accept
Order Date:

Effective Date: 10/01/2013
Status: Effective
Sheet No. 363, Warranty of Title Excuse of Performance, 5.0.0

GENERAL TERMS AND CONDITIONS (continued)

XI. WARRANTY OF TITLE TO GAS

This Section shall apply to all transportation service unless otherwise provided in the applicable Rate Schedule or transportation contract. Shipper warrants for itself, its successors and assigns, that it will have, at the time of delivery of gas for transportation hereunder, good title or the good right to deliver the gas. Transporter warrants for itself, its successors and assigns, that the gas it warrants hereunder shall be free and clear of all liens, encumbrances and claims whatsoever, that each will have at such time of delivery good right and/or title to deliver the gas, that each will indemnify the other and save it harmless from all suits, actions, debts, accounts, dangers, costs, losses, and expenses arising from or out of any adverse claims of any and all persons to said gas and/or to royalties, taxes, license fees, or charges thereon which are applicable for such delivery of gas and that each will indemnify the other and save it harmless from all taxes or assessments which may be levied and assessed upon such delivery and which are by law payable by and the obligation of the party making such delivery. If Shipper's title or right to deliver gas to be transported is questioned or involved in any action, Shipper shall not qualify for or shall be ineligible to continue to receive service until such time as Shipper's title or right to deliver is free from question; provided, however, Transporter shall allow Shipper to qualify for or continue receiving service under this Tariff if Shipper furnishes a bond satisfactory to Transporter. Title to the gas received by Transporter at the Receipt Point(s) shall not pass to Transporter and title to gas delivered for fuel and use quantities shall pass to Transporter at the Receipt Point(s).

XII. EXCUSE OF PERFORMANCE

1. Relief from liability: Neither Transporter nor Shipper shall be liable in damages to the other for any act, omission or circumstances occasioned by or in consequence of any (1) maintenance, construction, tests, rehabilitation, repairs on pipelines or (2) force majeure events, including acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy or terrorists, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, explosions or accidents to machinery or wells or lines of pipe, line or well freezings, partial or total failure or unavailability of capacity, inability to obtain or unavoidable delay in obtaining materials, supplies, equipment, permits or labor to perform or comply with any obligations or conditions of an agreement, inability to obtain access to rights-of-way, the binding order of any court or governmental authority that pertains to matters which are not reasonably within the control of Transporter. Nor shall Transporter or Shipper be liable in damages to the other for any act, omission or circumstances occasioned by or in consequence of any other cause, whether of the kind herein enumerated, or otherwise, which, by the exercise of due diligence, such party is unable to prevent or overcome. Transporter or Shipper (1) shall exercise reasonable diligence to schedule maintenance so as to minimize or avoid service interruptions and (2) shall not schedule routine, non-emergency maintenance during periods of peak demand, which action shall not be an excuse of performance as defined under this section. Transporter will provide as much notice as reasonably practicable, but no later than five days prior to the scheduled activity, Transporter will post on its Interactive Website a tentative schedule of planned maintenance, construction, test, rehabilitation or repair activities to be performed which Transporter anticipates may cause Transporter to fail to tender delivery of Shipper's scheduled quantities of gas. The schedule will include the dates the activities are scheduled to begin and end as well as the portions of the system and capacity expected to be affected. Transporter will endeavor to perform the activities in accordance with the posted schedule.
2. Liabilities not relieved: Such causes or contingencies affecting the performance of a gas sales, transportation or storage contract by either party, as defined in Section 1 shall not relieve such party of liability in the event of its failure to use due diligence to remedy the situation and remove the causes or contingencies affecting the performance of said contract, nor shall such causes or contingencies relieve either party from its obligations to make payments of amounts then due thereunder, nor shall such causes or contingencies relieve either party of liability unless such party shall give notice and full particulars of the same in writing or by telegraph to the other party as soon as possible after the occurrence relied on.

The inability to obtain and resell gas supply at a profit shall not relieve either party of contractual obligations. Nothing contained herein shall be construed to require either party to settle or prevent a strike or other controversy with employees or with anyone purporting or seeking to represent employees or a controversy with a landowner.