

STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION

Liberty Utilities (EnergyNorth Natural Gas) Corp. d/b/a Liberty

Request for Change in Rates

Docket No. DG 20-105

SETTLEMENT AGREEMENT ON PERMANENT RATES

This Settlement Agreement on Permanent Rates (“Settlement Agreement”) is entered into this 29th day of June, 2021, by and among Liberty Utilities (EnergyNorth Natural Gas) Corp. d/b/a Liberty (“Liberty” or the “Company”), the Staff of the Public Utilities Commission participating in this proceeding (“Staff”), and the Office of the Consumer Advocate (“OCA”) (together, “Settling Parties”). This Settlement Agreement resolves all issues among the Settling Parties regarding the Company’s request to establish permanent rates in Docket No. DG 20-105, with the exception of Liberty’s request to recover costs incurred to investigate, evaluate, and assess the development of the Granite Bridge Liquefied Natural Gas tank and related gas pipeline (“Granite Bridge Project”).

SECTION 1. INTRODUCTION AND PROCEDURAL HISTORY

1.1 On July 1, 2020, Liberty filed with the New Hampshire Public Utilities Commission (“Commission”) a Notice of Intent to File Rate Schedules pursuant to N.H. Code Admin. Rules Puc 1604.05. On July 31, 2020, the Company filed its Petition for Permanent and Temporary Rates (“Petition”), including proposed tariffs and rate schedules, testimony, attachments and other information supporting the Petition. Liberty’s Petition requested that the Commission grant: (1) a permanent increase in Liberty’s distribution rates effective with service rendered on or after September 1, 2020, designed to yield an increase of \$13,497,250 in annual revenue above the then

total Distribution Revenue of \$86,698,260¹; (2) temporary rates effective with service rendered on or after October 1, 2020, designed to yield an increase of \$6,500,000 in annual revenue pending the Commission's final determination on the Company's request for a permanent rate increase; and (3) a step adjustment in rates designed to yield an increase of \$5,680,641 in annual revenue to recover costs associated with approximately \$38 million of capital expenditures projected to be placed in service during 2020, to be effective no earlier than August 1, 2021, and two additional step adjustments for capital expenditures projected to be placed in service in 2021 and 2022. The Petition requested approval of a 10.51 percent return on equity ("ROE"), and a capital structure consisting of 50.15 percent equity and 49.85 percent debt.

1.2 On July 8, 2020, the OCA filed a letter of participation in this docket pursuant to RSA 363:28. The Commission received no petitions for intervention in this docket by other parties.

1.3 On August 19, 2020, the Commission issued Order No. 26,395 suspending Liberty's proposed gas service tariff for temporary and permanent rate increases pending further investigation.

1.4 On September 16, 2020, the Commission held a hearing on temporary rates at which Liberty amended its request such that temporary rates would be set at current rates, and to approve a revenue requirement for temporary rates of \$92,890,325, with the \$4,994,290 increase in allowed revenues accomplished by adjusting the allowed revenue per customer ("RPC") amounts for each of Liberty's rate classes.² On September 30, 2020, the Commission issued Order No. 26,412

¹ The Distribution Revenue of \$86,698,260 does not include revenue from Indirect COG Revenue and Other Revenue although both are included in total revenue requirement for the purpose of a distribution base rate case.

² The approved temporary rates revenue requirement of \$92,890,325 does not include \$1,993,588 from Indirect Cost of Gas (COG) Revenue.

approving Liberty's request for temporary rates effective with service rendered on and after October 1, 2020.

1.5 On October 5, 2020, the Commission approved an initial procedural schedule for adjudication of the Company's permanent rate request that included multiple rounds of discovery, technical sessions, settlement conferences, Staff and intervenor testimony, Company rebuttal testimony, and hearings. On November 20, 2020, the Company filed a motion to amend the Petition and supplemental pre-filed direct testimony in support of recovery of Granite Bridge Project costs.³ The Commission subsequently amended the procedural schedule to accommodate the motion to amend the petition. On March 2, 2021, the Company filed an update to its proposed permanent rate request, including a total revenue requirement of \$99,786,984⁴ and a proposed permanent rate increase of \$4,933,718⁵. Staff and OCA each filed testimony on March 18, 2021, and the Company filed rebuttal testimony on April 29, 2021.

1.6 Staff's testimony recommended the following: (1) an ROE of 9.0 percent and a capital structure of 49.21 percent equity and 50.79 percent long term debt; (2) a permanent decrease to revenue requirement of \$2,240,114 below the temporary rate level; (3) one step increase for 2020 of \$5,157,187 subject to audit, and no step adjustments for future years; and other proposed adjustments. OCA's testimony recommended an ROE of 8.9 percent, did not include a

³ The motion to amend the Petition was filed pursuant to the Commission's order in Docket No. DG 17-198 in connection with the Granite Bridge Project, in which the Commission held: "Requests for authority to recover capital project and supply planning costs are appropriately reviewed in a full rate case." Order No. 26,409 at 13 (Oct. 6, 2020).

⁴ The \$99,786,984 includes \$4,027,585 of Indirect COG Revenue and \$1,207,376 of Other Revenue.

⁵ Bates II-132R. The requested rate increase of \$4,933,718 plus the revenue increase at temporary rates of \$4,994,290 equates to a revenue increase of \$9,928,008.

recommendation for a capital structure different from the Company's proposal, and included other proposed adjustments and rate design elements.

1.7 In the weeks prior to and following the Company's submission of rebuttal testimony, the Company, Staff, and the OCA engaged in settlement discussions. Based upon these discussions, the Settling Parties agreed to the terms of this Settlement Agreement, subject to Commission approval. The Settling Parties recommend and request that the Commission approve this Settlement Agreement without modification.

SECTION 2. REVENUE REQUIREMENT

2.1 The Revenue Requirement consists of three subparts: (1) allowed revenue from distribution rates ("Distribution Revenue"); (2) allowed revenue from cost of gas rates ("Indirect COG Revenue"); and (3) revenue outside of rates such as special contract revenue and property leases ("Other Revenue"), (collectively referred to as the "Revenue Requirement").

In a decoupling framework a key metric is the increase in the Distribution Revenue. Distribution rates are then set to best achieve this Distribution Revenue and are reconciled through the revenue decoupling adjustment factor each year.

The following table summarizes the revenue requirement and revenue allocation agreements of the Settling Parties.

	A	B	C	D
	Proposed Approved Revenue Calculation			
1	Distribution Revenue (\$84,591,458+\$2,106,802)	\$ 86,698,260		(Exhibit 5, line 1+3)
2	Indirect COG Revenue	\$ 1,993,587		(Fixed Indirect)
3	Other Revenue	\$ 1,197,776		(Exhibit 5, line 5)
4	Total Approved Revenue from Test Year		\$ 89,889,623	(B1+B2+B3)
5	Increase to Distribution Revenue via Temp Rates Settlement	\$ 4,994,290		(Exhibit 5, line 2+4)
6	Total Approved Revenue After Temp Rates Settlement		\$ 94,883,913	(C4+B5)
7	Order 26,412 did not include COG of \$1,993,587	\$ (1,993,587)		Existing Indirect COG Allocation
8	Temp Rate Order 26,412 rev requirement for temp rates		\$ 92,890,326	(C6+B7) Temp Rate Order 26,412
9	Settlement Increase to Approved Rev above Temp Rates	\$ 1,300,000		Perm Rates Settlement Agreement
10	Total Proposed Approved Revenue Increase from Test Year	\$ 6,294,290		(B5+B9)
11	Total Approved Revenue per Settlement for the Test Year		\$ 96,183,913	(C6+B9)
12	Approved Distrib Revenue (Target Revenue on Rates 5)	\$ 91,082,950		(C11-B13-B14) (tie to Rates 5)
13	Approved Indirect COG Revenue	\$ 3,893,587		(B17)
14	Other Revenue	\$ 1,207,376		(B3+\$9,600 from Audit Issue 6)
	Proposed Approved Revenue Allocation			
15	Total Increase in Approved Revenue	\$ 6,294,290		(B5+B9)
16	Amount of increase allocated to Indirect COG 11/1/21*	\$ 1,900,000		Perm Rates Settlement (COSS)
17	Total Indirect COG Revenue	\$ 3,893,587		(B16-B7)
18	Remainder of increase allocated to Dist Rates	\$ 4,394,290		(B15-B16)
19	Adj to Rates (Permanent Increase less Temp Increase)	\$ (600,000)		(B18-B5)
20	Total Revenue Increase Above Temp per Settlement	\$ 1,300,000		(B16+B19)
21	Indirect COG increase to be Allocated to EN & Keene	\$ 1,900,000		(B16)
22	Indirect COG Allocation to Keene (Production Cost)*	\$ 208,129		Perm Rates Settlement Agreement
23	Indirect COG Allocation to Energy North*	\$ 1,691,871		(B21-B22)
	*Reconciled to 10/1/2020			

The Company shall be allowed a Revenue Requirement increase of \$6,294,290, which is a \$1.3 million increase above the level provided by temporary rates. Based on the cost of service study the Settling Parties agree that \$1,900,000 of the \$6,265,231 revenue increase shall be applied to the next COG proceeding as described in Section 13.3, effective for service rendered on and after November 1, 2021. In addition, a surcharge shall be added through the LDAC to reconcile this \$1,900,000 addition to the Indirect COG Revenue back to the effective date of temporary rates of October 1, 2020. The remaining \$4,394,290 in revenue requirement shall be collected from distribution rates effective for service rendered on and after August 1, 2021, to be reconciled back to October 1, 2020, the effective date of temporary rates, consistent with Order No. 26,412 (Sept.

30, 2020) in this proceeding. Because the temporary rate revenue increase was an increase of \$4,994,290, the result is that the permanent rate change shall be a decrease of \$600,000 from temporary rates. In addition, the reconciliation from temporary rates to permanent rates shall be a reduction to account for the over-collection of distribution rates that occurred from October 1, 2020, to the implementation of permanent rates.

2.2 The agreed Revenue Requirement increase of \$6,265,231 includes the following cost of service elements: (1) recovery of costs associated with the New Hampshire Department of Administrative Services special contract of \$1,047,589 over three years (\$349,196/year); (2) amortization of excess accumulated deferred income tax ("EADIT") for protected property over 28.93 years and for non-protected property over 20 years as further described in Section 3.3; (3) amortization of remaining 'costs to achieve' from Docket No. DG 06-107 of \$48,197 over three years (\$16,066/year)⁶; (4) continued amortization of \$1,657,796 per year for the depreciation reserve imbalance amortization, subject to adjustment based upon updated cost of removal and average service life information to be determined pursuant to Section 3.2 of this Settlement Agreement; and (5) the cost of capital provided in Section 4 of this Settlement Agreement.

2.3 The agreed revenue increase reflects adjustments that have been made in order to reach settlement and shall not establish precedent for future rate proceedings.

⁶ As referenced in Schedule RR-EN-3-6, adjustment 6 from the March 2, 2021, Corrections and Update filing.

SECTION 3. RATE BASE

3.1 The lead/lag days in Cash Working Capital shall be 25.72.

3.2 The Company shall perform a study during calendar year 2021 based on a sampling of different sized 2021 mains and services capital projects to determine the cost of removal percentages that should be applied to mains and services. The Company shall also obtain a new full depreciation study based on 2021 end of year plant balances, which study shall review and incorporate the results of the cost of removal study. The depreciation study shall be used to assess and update the depreciation reserve imbalance by making the necessary adjustments to the annual amortization amount of \$1,657,796. The determination of the depreciation lives and rates applicable to various plant accounts shall adjust the annual depreciation expense amounts. Liberty shall file the updated depreciation study along with a report on its findings by May 1, 2022, for review by Staff and the OCA as part of the second step adjustment review. Any adjustments based on the updated depreciation study shall be reflected in the second step increase to take effect on August 1, 2022.

3.3 As a result of tax law changes from the Tax Cuts and Jobs Act of 2017, Liberty has a total of \$37,855,214 of excess accumulated deferred income tax liabilities that will be amortized as credits to the benefit of customers as follows: (i) protected items totaling \$33,434,927 will be amortized as annual credit of \$1,155,718 over 28.93 years; and (ii) unprotected items totaling \$4,420,287 will be amortized as an annual credit of \$221,014 over 20 years.

SECTION 4. COST OF CAPITAL

4.1 The Company shall be allowed a return on equity of 9.3 percent.

4.2 The Settling Parties have agreed that a capital structure of 52.0 percent equity and 48.0 percent debt shall be used for purposes of determining the Company's revenue requirement in this proceeding, which results in the following pre-tax and after-tax weighted average costs of capital based on the current federal and state tax rates and the Company's current cost of long-term debt:

Description	Capital Structure	Cost of Capital	Weighted Cost of Capital	Tax Rate	Pre-Tax
Common Stock	52.00%	9.30%	4.84%	27.08%	6.64%
Long-Term Debt	48.00%	4.420%	2.12%		2.12%
Total	100.00%		6.96%		8.76%

SECTION 5. STEP ADJUSTMENTS

5.1 The Company shall be allowed two step adjustments as follows:

- (a) Step 1 shall reflect an increase to account for certain capital projects placed in service during calendar year 2020 and shall be implemented on August 1, 2021. This first step adjustment reflects adjustments that have been made to the revenue requirement in order to reach settlement. The first step shall be subject to the following conditions:
 - i. The revenue requirement for this step shall be capped at a \$4.0 million increase to annual Distribution Revenue.
 - ii. The step shall be based on the projects closed to plant in 2020, and shall exclude new business/growth-related projects.

- iii. The projects that may be included in the step are identified in the listing attached as Appendix 1.
 - iv. Local property taxes shall not be included in the calculation and will be recovered through the Property Tax Adjustment Mechanism in Section 6 of the Settlement Agreement. State utility property taxes for all projects listed in Appendix 1, calculated using the statutory tax rate in RSA 83-F:2, shall be included in the step adjustment calculation, shall count toward the cap, and shall be given first priority of recovery.
- (b) Step 2 shall reflect an increase to account for certain capital projects placed in service during calendar year 2021 and shall be effective August 1, 2022. This second step adjustment reflects adjustments that have been made to the revenue requirement in order to reach settlement. The second step shall be subject to the following conditions:
- i. The revenue requirement for this step shall be capped at a \$3.2 million annual increase to Distribution Revenue from the projects referenced in iii. below.
 - ii. The step shall be based on the projects closed to plant in 2021, and shall exclude new business/growth-related projects.
 - iii. The projects and programs that may be included in this step are identified in the listing attached as Appendix 2, including Keene CNG Phase 1 costs as further described in Section 7.2. The Settling Parties agree that the Company may substitute other similar non-growth projects prior to the

commencement of the review period if projects identified in Appendix 2 are not deployed.

- iv. Local property taxes shall not be included in the calculation and will be recovered through the Property Tax Adjustment Mechanism in Section 6 of the Settlement Agreement. State property taxes for all projects listed in Appendix 2 as it may be adjusted pursuant to iii. above, calculated using the statutory tax rate in RSA 83-F:2, shall be included in the step adjustment calculation and shall be given first priority of recovery.
- v. The step adjustment shall include adjustments resulting from the updated depreciation study as provided in Section 3.2 of the Settlement Agreement.

5.2 For the second step, the Company shall make a filing on or before April 8, 2022, with rates effective August 1, 2022. The filing shall include, at least, the following documentation and process steps:

- (a) The Company shall provide the amount of the investments to be included in the step increase (by project) and detailed project descriptions including the initial budget, the final cost, the treatment of any related retirements, and the date each project was booked to plant in-service.
- (b) For each project Liberty shall provide all Company project documents including, but not limited to, Business Cases, Capital Project Expenditure Applications, Change Order Forms, Project Close Out Reports, and work orders.
- (c) Staff and/or the OCA may request additional information after reviewing the initial filings.

- (d) The Company shall propose a rate increase effective August 1, 2022, to recover the revenue requirement associated with the second step adjustment up to the \$3.2 million cap.

5.4 For the second step, if the actual cost of the capital additions is less than the budgeted amounts, the actual amounts shall be used to calculate the step adjustments. If the actual cost of the capital additions exceeds the budgeted amounts for a particular project, the Company may seek recovery of the excess through this step adjustment process, subject to the cap. The Company may otherwise seek recovery in its next rate case for any above-budget investments not approved in a step adjustment described here. The revenue requirement for the step adjustments will be calculated in a manner similar to that used in the Company's filing seeking approval of the first step adjustment. The step increase shall be subject to Staff audit and reconciliation based on the results of the audit, as approved by the Commission.

5.5 Nothing in this Settlement Agreement shall preclude Staff or the OCA from contesting the prudence of individual investments requested for recovery within the step increases.

5.6 The Company shall not request recovery of any capital costs associated with plant placed in service outside of the above-described step adjustments until the Company's next distribution rate case filing, which shall be based on a test year ending no sooner than December 31, 2022.

SECTION 6. PROPERTY TAX ADJUSTMENT MECHANISM

6.1 The Company shall be authorized to implement a Property Tax Adjustment Mechanism ("PTAM") to allow the Company to request recovery or refund of local property tax expenses, as compared to the amount in base rates, beginning with the April 1, 2020, through March 31, 2021, property tax year. Consistent with RSA 72:8-e, property tax over- or under-recoveries as

compared to the amount in base distribution rates shall be adjusted annually through the PTAM. The amount included in base distribution rates for local property tax expense shall be \$8,924,897, as shown in Appendix 3.

6.2 The PTAM shall be a fully reconciling property tax adjustment mechanism except for the exclusion of State of New Hampshire utility property taxes. The State of New Hampshire utility property taxes levied on the step eligible investments shall be collected as part of the step revenue requirement as detailed in Section 5 above.

6.3 On an annual basis beginning with the property tax year that commenced April 1, 2020, actual local property tax amounts from the property tax bills received during a calendar year⁷ shall be compared against the amount in base rates as of the March 31 end of each property tax year, and any variances will be reconciled through the PTAM. With respect to the initial year of reconciliation, local property tax bills received during calendar year 2020 will be compared to the calculated amount in distribution rates through March 31, 2021, which includes the recoupment of the property tax amount reconciled between temporary and permanent rates. Reconciliation in subsequent years will be handled in a similar fashion. Annual property tax billed amounts shall be adjusted for any credits received due to abatement proceeds received for tax years preceding the test year. The PTAM shall reconcile and provide for recovery or credit for any over- or under-recoveries beginning with the April 1, 2020, through March 31, 2021, property tax year.

6.4 The PTAM shall be established annually based on a full reconciliation with monthly compounded interest for any over- or under-recoveries occurring in prior year(s). Interest shall be calculated at the prime rate, to be fixed on a quarterly basis and to be established as reported in

⁷ Property tax bills received during a calendar year cover the annual property tax year that begins on April 1 and runs through the following March 31.

The Wall Street Journal on the first business day of the month preceding the calendar quarter (“Prime Rate”).

6.5 The Company shall submit the initial PTAM filing covering the period described in Section 6.3 on or before August 20, 2021, and the PTAM distribution rate adjustment for that period shall be effective with service rendered on and after November 1, 2021. Filings covering subsequent property tax years shall be made on or before March 10 using property tax bills received during the prior calendar year for adjustments to distribution rates effective May 1.

6.6 Billing determinants used for adjusting the Revenue Per Customer (RPC) amounts for the initial PTAM adjustment, as described in Section 11, for the purpose of the PTAM adjustment, shall be the same as the calendar year 2020 billing determinants used for the purpose of the first step adjustment (see Section 5.1). Billing determinants used for subsequent PTAM adjustments shall be the annual billing determinants for the calendar year that corresponds to the year that the local property tax bills were received for that particular PTAM reconciliation.

SECTION 7. KEENE CONVERSION TO CNG

7.1 Keene Cost of Gas. The Company shall recover one-half of the incrementally higher CNG supply costs as compared to the propane supply cost,⁸ incurred from the commencement of CNG service through October 31, 2021, to be recovered through inclusion over one year in the next Keene cost of gas during the winter or summer periods consistent with the season in which the incremental costs were originally incurred. The Company shall provide the supporting calculations

⁸ Incremental CNG supply cost/savings shall be calculated by multiplying the CNG therm purchases by the difference between the average per therm CNG supply cost and the propane supply costs for the applicable summer/winter period. Average CNG supply costs shall include all CNG supplier charges properly allocated between summer and winter periods. Average propane supply costs shall include Mont Belvieu propane pricing, transportation costs, and Broker Fee.

in the Winter 2021-2022 Keene Cost of Gas filing. Incremental CNG supply costs through the 2020-2021 winter period are provided in Appendix 4.

(a) Beginning November 1, 2021, if the CNG supply cost is higher than the propane supply cost as described in footnote 8, the Company shall recover one-half of the incrementally higher CNG supply cost, as determined through the cost of gas reconciliation process. If the CNG supply cost is lower than the propane supply cost, the Company shall recover and retain the full amount of the incrementally lower CNG supply cost up to the amount of incrementally higher CNG costs accrued since the commencement of CNG service, which have not then been recovered from customers, at which point the Company shall recover and retain one-half of the incrementally lower CNG supply costs. Reconciliation of the incremental CNG supply costs shall occur semi-annually in the Winter and Summer Cost of Gas filings, as applicable. A sample calculation of incremental CNG supply costs/savings, using non-confidential, hypothetical pricing, is illustrated in Appendix 5.

(b) CNG demand costs shall be allocated 75% to the winter period and 25% to the summer period until such time as otherwise determined by the Commission in a future proceeding. Any change in allocation shall be implemented during a Winter Cost of Gas filing.

7.2 Keene Expansion. Phase 1 of the Keene conversion to natural gas shall consist of: (1) installation of the existing temporary CNG facility; (2) conversion of the propane-air customers premises at the Monadnock Marketplace to natural gas as of the date of this Settlement; and (3) acquisition of customers at any additional premises not currently physically connected to the gas utility system in Keene after the date of this settlement who would be served CNG from both the existing CNG temporary facility and through existing mains. An “existing main” is one that has

a Maximum Allowable Operating Pressure (“MAOP”) greater than 0.5 psig and that can be safely used to deliver natural gas, satisfying all applicable safety rules and regulations. Inclusion of additional customers in Phase 1 as described in this section (3) shall not change the time frame of the risk sharing mechanism. Revenue from new customers at existing premises converted from propane-air to CNG shall not be included in the discounted cash flow analysis of the risk sharing mechanism. The Settling Parties agree that the existence of Phase 1 shall not be used to justify any further development of CNG in Keene beyond Phase 1.

- (a) The Company shall be allowed to seek recovery of the Phase 1 costs as part of the second step adjustment (excluding the cost of the Production Avenue land), subject to the risk sharing mechanism established in Order No. 26,122 (April 27, 2018) at 39 as clarified in Order No. 26,274 (July 26, 2019). The Company retains the right to seek recovery of the cost of the Production Avenue land at a future time. As part of the second step adjustment, the Company shall be allowed to update the recovery of the Phase 1 costs to account for the revenue and costs associated with additional Phase 1 customers who began taking service or committed to take service on or before August 1, 2022, the effective date of the step adjustment, subject to the risk sharing mechanism established in the above orders. If a customer committed to take service does not actually take service prior to the next base rate case then the August 1, 2022, risk sharing adjustment calculation shall be recalculated and any shortfall shall be adjusted accordingly to reflect the actual service. The adjustment for the risk-sharing mechanism for the Phase 1 investments included in rate base as of December 31, 2019, is \$21,736 as outlined in Appendix 6, which amount is already taken into account in the revenue requirement described in Section 2.

- (b) Phase 2 shall not be implemented until Liberty satisfies the conditions of Order No. 26,122 (Apr. 27, 2018) as clarified in Order No. 26,274 (July 26, 2019), and the Company's tariff, as applicable. Incremental revenue from Phase 1 new customers may not be used to justify Phase 2. If a customer who committed to take service does not actually take service prior to the effective date of temporary rates in the next base rate case then the risk sharing adjustment calculation shall be recalculated and any shortfall shall be adjusted accordingly to reflect the actual service.
- (c) The Settling Parties agree that prior to the implementation of any future phase the ten year net present value of such phase shall not be negative.
- (d) The following definitions shall apply to Phase 2 and future phases of the conversion of Keene customers from propane-air to natural gas (including renewable natural gas):
- (i) A "phase" shall be one or more customer additions or conversions which require the installation of 100 feet or more of new main. The addition or conversion of new customers requiring less than 100 feet of new main shall not be a "phase," but shall comply with the Company's line extension tariff.
 - (ii) Converting existing main from propane-air to natural gas shall be considered a "new main" unless the existing main has an MAOP of greater than 0.5 psig and can be safely used to deliver natural gas, satisfying all applicable safety rules and regulations.

SECTION 8. PELHAM EXPANSION

8.1 The agreed revenue requirement includes a reduction of (\$61,871) pursuant to the risk sharing mechanism approved by the Commission in Docket No. DG 15-362, in Order 29,987,

based on the Company's discounted cash flow ("DCF") analysis that compares the revenue requirement of the take station on the Concord Lateral with the anticipated annual revenue from new Pelham customers. The anticipated revenue includes expected revenue from a large industrial customer who signed an agreement to take service in 2016, has not yet taken service for various reasons, but is still expected to take service from Liberty in the near future.

8.2 The Settling Parties agree to maintain this adjustment for the August 1, 2021 – July 31, 2022 rate year. If the large industrial customer has not taken service from Liberty on or before August 1, 2022, the anticipated revenue from this customer shall be removed from the DCF calculation and the adjustment to remove revenue from that customer shall be made in the second step adjustment.

SECTION 9. iNATGAS COSTS

9.1 Consistent with the Commission's determination in Docket No. DG 17-048, and in light of the increased capital costs associated with the iNATGAS CNG fueling facility, the Settling Parties agree that there will be a reduction of the overall revenue requirement of \$301,747 for ratemaking purposes, such amount already being reflected in the Revenue Requirement increase described in Section 2.1, until the time of the Company's next distribution rate case.

SECTION 10. GRANITE BRIDGE COST RECOVERY EXCLUDED FROM SETTLEMENT

10.1 The Company's Petition, as amended, requests Commission approval for recovery of the costs incurred to investigate, evaluate, and assess the development of the Granite Bridge Project, which the Company calculates as approximately \$7.5 million (the "Granite Bridge Project Costs"). The Settling Parties agree that the current rate case is the appropriate docket for adjudication of

the Granite Bridge Project Costs. The recovery of the Granite Bridge Project Costs are excluded from this Settlement Agreement and shall be litigated within this proceeding.

SECTION 11. RATES AND RATE DESIGN

11.1 **Decoupling**. As this is the first general rate case since the implementation of decoupling, the Settling Parties agree that this is an opportunity to clarify the process surrounding the decoupling mechanism and the associated tariff language. The Agreement consists of five points regarding decoupling:

- (a) The calculation of the revenue per customer (RPC) for permanent rates shall include:
 - i. the end of year calendar month bill count adjustment in the denominator of the calculation for the test year;
 - ii. the volumetric therms used for the calculation shall reflect the monthly bill counts adjusted for the end of year calendar month bill counts; and
 - iii. the RPC for the permanent rate increase shall not change until the next rate case.
- (b) The calculation of the incremental revenue per customer for subsequent non-rate case rate changes such as, but not limited to, step adjustments, property tax reconciliation, and temporary rates, shall (i) use actual calendar month bill counts for the same time period being used to determine the calculation of each new RPC, and (ii) add each incremental RPC to the RPC from the rate case.
- (c) Because the MEP Premium⁹ is not subject to decoupling, the RPC calculations that are used to calculate the allowed revenue and the Revenue Decoupling Adjustment Factor shall not include the MEP Premium.

⁹ MEP Premium is the premium charge to customers in the Managed Expansion Program. In Docket No. DG 17-048, the Commission approved the decoupling proposal in the settlement (Order 26,122 at 45) which states in part: "Managed Expansion Program customers are subject to decoupling, but the expansion surcharge dollars (i.e., the 30% distribution premium) are excluded from the decoupling calculation" (DG 17-048 Exhibit 29 at 11)

- (d) Each month the Company shall record a Revenue Decoupling Adjustment (RDA) in the balance sheet RDA Accounts in accordance with generally accepted accounting principles, including: (i) the Revenue Decoupling Adjustment which is the difference between the Monthly Allowed Revenue and the Monthly Actual Distribution Revenue; (ii) the reconciliation amounts collected or distributed through the RDAF recorded in the RDA Accounts for each Customer Class Group; and (iii) the accrued interest on the RDA Accounts calculated on the average monthly balance using the prime lending rate.
- (e) The RPC calculations, including equivalent bill calculations and associated usage per customer, shall be submitted with each rate increase filing and the associated tariff compliance filing.

The tariff has been amended as shown in Appendix 11 to effectuate the above understanding.

11.2 Revenue Calculations.

- (a) **Indirect Gas Costs.** The Settling Parties agree to include \$3,893,588 of Indirect COG Revenue for recovery through the COG which includes \$1,900,000 of the revenue requirement increase identified in 2.1. The Indirect COG Revenue shall not change until the next rate case. The Indirect COG Revenue collected through COG rates shall be included in the revenue calculation for all future filings. The Settling Parties agree that the \$3,893,588 of Indirect COG Revenue includes \$206,248 of propane production costs allocated to Keene and \$1,881 of Phase 1 conversion costs. The Keene COG tariff shall reflect the combined total of \$208,129 as indirect gas costs.
- (b) The Settling Parties agree that for purposes of calculating revenue in filings to the Commission the Company shall use the following guidelines:

- i. The revenue per customer for low-income customers shall not be different from customers not categorized as low-income. The discount provided to low-income customers shall not be included in the revenue calculation as it is reconciled separately through the Gas Assistance Program (GAP) portion of the LDAC.

11.3 The Company's customer charges shall be set at the levels identified in Appendix 8. Thereafter, the Company's residential customer charges shall remain as set until the Company's next rate case. Specifically, any base rate increase and any surcharges or sur-credits for residential customers provided for in this Settlement Agreement shall be collected solely through changes in consumption charges for residential customers.

SECTION 12. TEST YEAR

12.1 The test year for the Company's next general distribution rate case shall be no sooner than the twelve-month period ending December 31, 2022.

SECTION 13. OTHER ISSUES

13.1 On or before November 30, 2021, the Settling Parties shall meet to review a list of regulatory reports currently required by the Commission, and discuss areas for potential elimination, consolidation, decreased frequency, and other measures to streamline reporting requirements. The Settling Parties shall submit individual or collective recommendations to the Commission following such meeting.

13.2 Liberty agrees to include in its Form F-1 quarterly rate of return reports adjustments of iNATGAS and risk sharing disallowances as described above. Reporting to include Indirect COG Revenue. Until changed in a future rate proceeding, the adjustment amounts shall be as follows: iNATGAS of \$301,747, Keene risk sharing of \$21,736, and Pelham risk sharing of \$61,871.

SECTION 14. RECOUPMENT

14.1 Subject to Staff audit and adjustment for the difference between estimated and actual expense, the Company shall recover over one year \$856,864.64 in rate case expenses commencing on November 1, 2021, through the LDAC mechanism, as shown on Appendix 9. The Company agrees to submit by August 1, 2021, an accounting of its rate case expenses, with appropriate supporting documentation, for review by Staff and the OCA and subsequent approval by the Commission. Staff shall provide its recommendation for rate case expense recovery to the parties as soon as reasonably possible, and the Company shall be authorized to recover the approved rate case expenses beginning with service rendered as of November 1, 2021. Any necessary adjustments to rate case expenses, including adjustments for any invoices received subsequent to the August 1, 2021, filing date, will be reviewed as part of the LDAC proceeding.

14.2 The permanent rate increase agreed to in Section 2.1 shall be effective for all service rendered on and after August 1, 2021.

14.3 **Distribution Revenue Reconciliation.** The difference between the Distribution Revenues obtained from the rates prescribed in the temporary rate order, Order No. 26,412, and the Distribution Revenues that would have been obtained under the rates designed to collect the Approved Distribution Revenue finally determined after review and approval of this Settlement Agreement, if applied during the period that the temporary rate order was in effect from October 1, 2020, to July 31, 2021, shall be returned to customers over a period of 12 months beginning with service rendered as of November 1, 2021. The total estimated amount of recoupment is (\$570,933), as shown on Appendix 10, and shall be reconciled through the LDAC mechanism. Any necessary adjustments to the recoupment amount will be reviewed as part of the LDAC proceeding.

14.4 Indirect COG Revenue Recoupment. The difference between the Indirect COG Revenues obtained in accordance with Exhibit 5, of \$1,993,587, and the Indirect COG Revenues that would have been obtained under the Approved Indirect COG Revenues finally determined after review and approval of this Settlement Agreement, if applied during the period since the temporary rate order, is \$1,900,000 and shall be recovered over a period of 12 months through the LDAC mechanism. Any necessary adjustments to the recoupment amount will be reviewed as part of the LDAC proceeding.

SECTION 15. EFFECTIVE DATE

15.1 This Settlement Agreement is subject to and shall become effective upon Commission approval, with new permanent distribution rates to become effective as of August 1, 2021. The Settling Parties shall use best efforts to obtain Commission approval on or before July 30, 2021.

SECTION 16. GENERAL PROVISIONS

16.1 A revised tariff intended to incorporate the provisions of this Settlement Agreement is included as Appendix 11.

16.2 This Settlement Agreement is expressly conditioned upon the Commission's acceptance of all its provisions, without change or condition. If the Commission does not accept this Settlement Agreement in its entirety, without change or condition, or if the Commission makes any findings that go beyond the scope of this Settlement Agreement, and any of the Settling Parties notify the Commission within five business days of their disagreement with any such changes, conditions, or findings, the Agreement shall be deemed to be withdrawn, in which event it shall be deemed to be null and void and without effect, shall not constitute any part of the record in this proceeding, and shall not be relied on by Staff or any party to this proceeding or by the Commission for any other purpose.

16.3 Under this Settlement Agreement, the Settling Parties agree to this joint submission to the Commission as a resolution of the issues specified herein only.

16.4 The Settling Parties agree that the Commission's approval of this Settlement Agreement shall not constitute continuing approval of, or precedent for, any particular principle or issue, but such acceptance does constitute a determination that the adjustments and provisions stated in their totality are just and reasonable and consistent with the public interest and that the rates contemplated will be just and reasonable under the circumstances.

16.5 This Settlement Agreement shall not be deemed an admission by any of the Settling Parties that any allegation or contention in this proceeding by any other party, other than those specifically agreed to herein, is true and valid. This Settlement Agreement shall not be construed to represent any concession by any Settling Party hereto regarding positions taken with respect to the Company's proposals in this docket, nor shall this Settlement Agreement be deemed to foreclose any Settling Party in the future from taking any position in any subsequent proceedings. The amounts associated with each of the settlement adjustments detailed herein are liquidated amounts that reflect a compromise of all the issues in this proceeding

16.6 With the exception of pre-filed testimony and supporting documentation related to Granite Bridge Project Costs, the pre-filed testimony and supporting documentation previously provided in this proceeding are not expected to be subject to cross-examination by the Settling Parties, which would normally occur in a fully litigated case. The Settling Parties agree that all such pre-filed testimony and supporting documentation should be admitted as full exhibits for the purpose of consideration of this Settlement Agreement, and be given whatever weight the Commission deems appropriate. Consent by the Settling Parties to admit all such pre-filed testimony without challenge

does not constitute agreement by any of the Settling Parties that the content of the pre-filed testimony is accurate or that the views of the witnesses should be assigned any particular weight by the Commission. The resolution of any specific issue in this Settlement Agreement does not indicate the Settling Parties' agreement to such resolution for purposes of any future proceedings, nor does the reference to any other document bind the Settling Parties to the contents of, or recommendations in, that document for purposes of any future proceeding. The Commission's approval of the recommendations in this Settlement Agreement shall not constitute a determination or precedent with regard to any specific adjustments, but rather shall constitute only a determination that the rates resulting from, and other specific conditions stated in this Settlement Agreement are just and reasonable. The Settling Parties agree to forego cross-examining witnesses regarding their pre-filed testimony and, therefore, the admission into evidence of any witness's testimony or supporting documentation shall not be deemed in any respect to constitute an admission by any party to this Agreement that any allegation or contention in this proceeding is true or false, except that the sworn testimony of any witness shall constitute an admission by such witness

16.7 The rights conferred and the obligations imposed on the Settling Parties by this Settlement Agreement shall be binding on or inure to the benefit of any successors in interest or assignees as if such successor or assignee was itself a signatory party. The Settling Parties agree to cooperate in advocating that this Settlement Agreement be approved by the Commission in its entirety and without modification.

16.8 The discussions that produced this Settlement Agreement have been conducted on the understanding that all offers of settlement and settlement discussions relating to this docket shall be confidential, shall not be admissible as evidence in this proceeding, shall be without prejudice

to the position of any party or participant representing any such offer or participating in any such discussion, and are not to be used in connection with any future proceeding or otherwise. The content of these negotiations, including any documents prepared during such negotiations for the purpose of reaching a settlement, shall be privileged and all offers of settlement shall be without prejudice to the position of any party presenting such offer.

16.9 This Settlement Agreement may be executed by facsimile and in multiple counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one agreement binding on all Settling Parties.

SECTION 17. CONCLUSION

17.1 The Settling Parties affirm that the proposed Settlement Agreement will result in just and reasonable rates and should be approved by the Commission.

Dated: June 29, 2021

Liberty Utilities (EnergyNorth Natural Gas) Corp.
d/b/a Liberty



By its Attorney, Michael J. Sheehan

Dated: June 29, 2021

Staff of the New Hampshire Public Utilities
Commission

/s/ Paul B. Dexter

By its Attorney, Paul B. Dexter

Dated: June 29, 2021

Office of the Consumer Advocate

A handwritten signature in blue ink, appearing to read 'DKreis', written over a horizontal line.

By the Consumer Advocate, Donald M. Kreis

Table of Appendices

	<u>Bates</u>
1. Step 1 Projects	028
2. Step 2 Projects and Keene Phase 1	030
3. Calculation of Local Property Tax Included in Base Distribution Rates	032
4. Incremental CNG Supply Costs through 2020/2021	033
5. Illustration of Calculation of incremental CNG supply costs/savings	034
6. Keene Risk Sharing Adjustment Calculation.	035
7. RPC Calculation	036
8. New Rates and Bill Impacts (includes the capital step increase)	037
9. Rate Case Expenses	047
10. Recoupment of distribution	048
11. Complete Revised Tariff	050

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Liberty Utilities (EnergyNorth Natural Gas) d/b/a Liberty
Non-Growth Projects Placed in Service During 2020

<u>Project Number</u>	<u>Project Name</u>	<u>Priority</u>	<u>In service \$\$*</u>	<u>In service Date</u>
8840-1911	Main Replacement LPP-Restoration	4. Regulatory Programs	\$5,419,088	various
8840-1912	Install Main Baboosic Lake Rd at FE Everett Turnpike	5. Discretionary	(\$21,278)	carryover from 2019
8840-1921	Upgrade Synergi Software	5. Discretionary	\$71,545	5/31/2020
8840-1933	Tilton Control panel replacement	1. Safety	\$124,956	12/31/2020
8840-1936	Locusview place holder	5. Discretionary	\$71,267	12/31/2020
8840-1945	Placeholder for Gas Training & Development	5. Discretionary	(\$534)	2019
8840-1953	Relocation of Engineering from Londonderry to Manchester	5. Discretionary	\$4,000	5/3/2019
8840-2002	Meter Protection Program	2. Mandated	\$797,741	12/31/2020
8840-2003	Cathodic Protection Program	2. Mandated	\$565,735	12/31/2020
8840-2004	Replacement Services Random (Non Leaks)	2. Mandated	\$629,257	12/31/2020
8840-2005	Replacement Services Random (Due to Leaks)	2. Mandated	\$606,382	12/31/2020
8840-2008	Corrosion & Miscellaneous Fitting	2. Mandated	\$308,724	12/31/2020
8840-2009	Valve Installation/Replacement	2. Mandated	\$21,910	12/31/2020
8840-2010	Leak Repairs	2. Mandated	\$2,139,714	7/7/2020 & 12/31/2020
8840-2011	Main Replacement LPP	4. Regulatory Programs	\$7,193,378	various
8840-2013	Main Replacement Fitting LPP	5. Discretionary	\$736,551	12/31/2020
8840-2014	K Meter Replacement Program	5. Discretionary	\$275,342	12/31/2020
8840-2015	Aldyl-A Replacement Program	5. Discretionary	\$80,424	carryover from billing related to city repaving
8840-2016	Main Replacement Reactive	5. Discretionary	\$545,410	various
8840-2018	Purchase Misc Capital Equipment & Tools	1. Safety	\$423,950	various
8840-2019	Regulator removal Hi line LOU	5. Discretionary	\$1,956	8/12/2020
8840-2020	SCADA Capital Improvements	5. Discretionary	\$129	2/3/2020
8840-2023	Main Replacement City/State Construction	2. Mandated	\$7,415,807	various
8840-2025	Service Replacement Fitting City/State Construction	2. Mandated	\$293,531	12/31/2020
8840-2026	LNG/LPG Capital Improvements	2. Mandated	\$105,941	12/11/2020
8840-2028	Gas System Control & Regulation (ENG)	5. Discretionary	\$400,008	various
8840-2029	Pre-Code Steel Pipe Protection Program/Replacement	2. Mandated	\$63,836	12/31/2020
8840-2030	IT - Software, Equipment & Infrastructure	5. Discretionary	\$63,413	5/1/2020
8840-2031	Gas System Planning & Reliability	5. Discretionary	\$1,409,927	various
8840-2038	IT Systems Allocations - Corporate	5. Discretionary	\$195,891	12/31/2020
8840-2039	Dresser Coupling Replacement Program	2. Mandated	\$466,494	12/31/2020
8840-2043	iRestore System Enhancements	5. Discretionary	\$347,138	12/31/2020
8840-2044	Flir Cameras - Security -Manchester	5. Discretionary	\$717,164	12/19/2020
8840-2062	GIS Mapping	5. Discretionary	\$273,898	12/31/2020
8840-2066	RTU Replacement Program	5. Discretionary	\$34,289	12/31/2020
8840-2084	Electric Meter Worker Meter Training/Testing Wall	1.Safety	\$24,926	7/31/2020
8840-2090	Transportation Fleet and Equipment Purchases	5. Discretionary	\$1,739,571	various
8840-2091	Meter Work Project (Meter Purchases)	2. Mandated	\$1,502,257	various
8840-2093	EN Facilities Capital Improvements	5. Discretionary	\$520,763	various
8840-2094	Install Security Equipment - EN Facilities	2. Mandated	\$37,561	various
8840-2096	Liberty @ Centre Vault Door	2. Mandated	\$7,740	9/3/2020
8843-1820	Keene Propane Air Plant Meter Install	5. Discretionary	\$12,233	in service 2018, \$\$ carryover
8843-2002	Replacement Services Random	2. Mandated	\$286	in service 2019, \$\$ carryover
8843-2009	Service Replacement City/State Construction	2. Mandated	\$313	in service 2019, \$\$ carryover
8843-2011	Main Replacement LPP	2. Mandated	\$368,119	various
8843-2012	Capital Tools/Equipment	5. Discretionary	\$2,426	12/31/2020
8843-2014	Gas System Planning & Reliability	5. Discretionary	\$1,353	in service 2019, \$\$ carryover
8843-2090	Transportation Fleet and Equipment Purchases	5. Discretionary	(\$3,435)	8/31/2020, credit for vehicle upfitting
8843-2093	Facility Improvements & Additions - Keene	5. Discretionary	\$64,185	11/30/2020
8843-2044	Flir Cameras - Security-Keene	5. Discretionary	\$128,292	various
8843-2022	Propane Boiler Replacement	5. Discretionary	\$16,842	10/23/2020
		Total	\$36,206,417	

*In Service amounts may be greater than 2020 spend because there was spending in prior years for jobs put in service in 2020

Liberty Utilities (EnergyNorth)
Step Increase - EnergyNorth For Non-Growth Projects Placed In-Service During 2020

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Line	Description	Misc. Intangible Plant - 3 yr	Misc. Intangible Plant - 5 yr	LNG Plant	Mains	Station Equipment	Mains	Meas. & Reg. Station Equip.	Services	Meters	Office Equipment	Vehicles	Tools	Communication Equipment	Total
FERC Account		303	303	320	367	369	376	378	380	381	391	392	394	397	
1	Capital Spending	\$ 273,898	\$ 677,987	\$ 122,782	\$ 25,939,975	\$ 400,008	\$ 466,494	\$ 127,041	\$ 1,529,769	\$ 2,921,224	\$ 1,479,706	\$ 1,736,136	\$ 425,842	\$ 105,556	\$ 36,206,417
2															
3	Deferred Tax Calculation														
4	Tax Method	MACRS15	MACRS15	MACRS20	MACRS20	MACRS20	MACRS20	MACRS20	MACRS20	MACRS20	MACRS7	MACRS5	MACRS7	MACRS7	
5	Tax Depreciation Rate	5.00%	5.00%	3.75%	3.75%	3.75%	3.75%	3.75%	3.75%	3.75%	14.29%	20.00%	14.29%	14.29%	
6															
7	Bonus Depreciation @ 0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8															
9	Tax Basis	\$ 273,898	\$ 677,987	\$ 122,782	\$ 25,939,975	\$ 400,008	\$ 466,494	\$ 127,041	\$ 1,529,769	\$ 2,921,224	\$ 1,479,706	\$ 1,736,136	\$ 425,842	\$ 105,556	\$ 36,206,417
10	MACRS Depreciation	\$ 13,695	\$ 33,899	\$ 4,604	\$ 972,749	\$ 15,000	\$ 17,494	\$ 4,764	\$ 57,366	\$ 109,546	\$ 211,387	\$ 347,227	\$ 60,835	\$ 15,079	\$ 1,863,645
11															
12	Tax Depreciation - Federal	\$ 13,695	\$ 33,899	\$ 4,604	\$ 972,749	\$ 15,000	\$ 17,494	\$ 4,764	\$ 57,366	\$ 109,546	\$ 211,387	\$ 347,227	\$ 60,835	\$ 15,079	\$ 1,863,645
13	Tax Depreciation - State	\$ 13,695	\$ 33,899	\$ 4,604	\$ 972,749	\$ 15,000	\$ 17,494	\$ 4,764	\$ 57,366	\$ 109,546	\$ 211,387	\$ 347,227	\$ 60,835	\$ 15,079	
14															
15	Book Depreciation Rate	33.33%	20.00%	2.86%	1.92%	2.86%	1.92%	2.86%	3.55%	3.13%	5.28%	20.00%	5.26%	10.00%	
16	Book Depreciation	\$ 91,290	\$ 135,597	\$ 3,512	\$ 498,048	\$ 11,440	\$ 8,957	\$ 3,633	\$ 54,307	\$ 91,434	\$ 78,128	\$ 347,227	\$ 22,399	\$ 10,556	\$ 1,356,529
17															
18	Tax over (under) Book - Federal	\$ (77,595)	\$ (101,698)	\$ 1,093	\$ 474,702	\$ 3,560	\$ 8,537	\$ 1,131	\$ 3,060	\$ 18,112	\$ 133,258	\$ -	\$ 38,435	\$ 4,524	\$ 507,117
19	Tax over (under) Book - State	(77,595)	(101,698)	1,093	474,702	3,560	8,537	1,131	3,060	18,112	133,258	-	38,435	4,524	507,117
20	Deferred Taxes - Federal @ 19.38%	(15,040)	(19,712)	212	92,011	690	1,655	219	593	3,511	25,829	-	7,450	877	98,294
21	Deferred Taxes - State @ 7.70%	(5,975)	(7,831)	84	36,552	274	657	87	236	1,395	10,261	-	2,960	348	39,048
22	Deferred Tax Balance @ 0.00%	\$ (21,015)	\$ (27,543)	\$ 296	\$ 128,563	\$ 964	\$ 2,312	\$ 306	\$ 829	\$ 4,905	\$ 36,090	\$ -	\$ 10,409	\$ 1,225	\$ 136,117
23															
24	Rate Base Calculation														
25	Plant in Service	\$ 273,898	\$ 677,987	\$ 122,782	\$ 25,939,975	\$ 400,008	\$ 466,494	\$ 127,041	\$ 1,529,769	\$ 2,921,224	\$ 1,479,706	\$ 1,736,136	\$ 425,842	\$ 105,556	\$ 36,206,417
26	Accumulated Depreciation	(91,290)	(135,597)	(3,512)	(498,048)	(11,440)	(8,957)	(3,633)	(54,307)	(91,434)	(78,128)	(347,227)	(22,399)	(10,556)	(1,356,529)
27	Deferred Tax Balance	21,015	27,543	(296)	(128,563)	(964)	(2,312)	(306)	(829)	(4,905)	(36,090)	0	(10,409)	(1,225)	(137,342)
28	Rate Base	\$ 203,623	\$ 569,932	\$ 118,975	\$ 25,313,364	\$ 387,604	\$ 455,225	\$ 123,101	\$ 1,474,634	\$ 2,824,885	\$ 1,365,487	\$ 1,388,908	\$ 393,033	\$ 93,776	\$ 34,712,546
29															
30	Revenue Requirement Calculation														
31	Return on Rate Base @ 8.76%	\$ 17,837	\$ 49,926	\$ 10,422	\$ 2,217,451	\$ 33,954	\$ 39,878	\$ 10,784	\$ 129,178	\$ 247,460	\$ 119,617	\$ 121,668	\$ 34,430	\$ 8,215	\$ 3,040,819
32	Depreciation Expense	91,290	135,597	3,512	498,048	11,440	8,957	3,633	54,307	91,434	78,128	347,227	22,399	10,556	1,356,529
33	Property Tax @ \$6.60 per \$1000			810	171,204	2,640	3,079	838	10,096	19,280					207,948
34	Annual Revenue Requirement	\$ 109,128	\$ 185,523	\$ 14,744	\$ 2,886,702	\$ 48,034	\$ 51,913	\$ 15,255	\$ 193,581	\$ 358,174	\$ 197,745	\$ 468,896	\$ 56,829	\$ 18,770	\$ 4,605,296
35															
36	Rate of Return Calculation														Capped at \$4,000,000
37	Equity						52.0%	9.30%	6.64%						27.08%
38	Debt						48.0%	4.420%	2.12%						
39							100.0%		8.76%						

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Liberty Utilities Capital Spending Plan

Spending 2021, Step Filing 2022

<u>Project</u>	CY 2021 Updated Budget
	<u>Recovery 2022</u>
Leak Repairs	\$1,750,000
LPP-City/State	\$23,050,010
Aldyl-A Replacement	\$200,000
K Meter Replacement Program	\$350,000
Main Replacement Reactive	\$600,000
Dresser Coupling Replacement	\$500,000
Gas System Planning & Reliability	\$2,900,000
Gas Supply System Enhancements	\$0
Customer First	\$0
<hr/>	
Total	\$29,350,010

Liberty Utilities (EnergyNorth)
Step Increase - EnergyNorth For Non-Growth Projects Placed In-Service During 2021

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Line	Description	Mains		Mains		Meters	Total
	<i>FERC Account</i>	<i>367</i>		<i>376</i>		<i>381</i>	
1	Capital Spending	\$ 28,500,010	\$	500,000	\$	350,000	\$ 29,350,010
2							
3	<u>Deferred Tax Calculation</u>						
4	Tax Method	MACRS20		MACRS20		MACRS20	
5	Tax Depreciation Rate	3.75%		3.75%		3.75%	
6							
7	Bonus Depreciation @ 0.00%	\$ -	\$	-	\$	-	\$ -
8							
9	Tax Basis	\$ 28,500,010	\$	500,000	\$	350,000	\$ 29,350,010
10	MACRS Depreciation	\$ 1,068,750	\$	18,750	\$	13,125	\$ 1,100,625
11							
12	Tax Depreciation - Federal	\$ 1,068,750	\$	18,750	\$	13,125	\$ 1,100,625
13	Tax Depreciation - State	\$ 1,068,750	\$	18,750	\$	13,125	
14							
15	Book Depreciation Rate	1.92%		1.92%		3.13%	
16	Book Depreciation	\$ 547,200	\$	9,600	\$	10,955	\$ 567,755
17							
18	Tax over (under) Book - Federal	\$ 521,550	\$	9,150	\$	2,170	\$ 532,870
19	Tax over (under) Book - State	521,550		9,150		2,170	532,870
20	Deferred Taxes - Federal @ 19.38%	101,092		1,774		421	103,286
21	Deferred Taxes - State @ 7.70%	40,159		705		167	41,031
22	<u>Deferred Tax Balance @ 0.00%</u>	<u>\$ 141,251</u>	<u>\$</u>	<u>2,478</u>	<u>\$</u>	<u>588</u>	<u>\$ 144,317</u>
23							
24	<u>Rate Base Calculation</u>						
25	Plant in Service	\$ 28,500,010	\$	500,000	\$	350,000	\$ 29,350,010
26	Accumulated Depreciation	(547,200)		(9,600)		(10,955)	(567,755)
27	Deferred Tax Balance	(141,251)		(2,478)		(588)	(144,317)
28	<u>Rate Base</u>	<u>\$ 27,811,558</u>	<u>\$</u>	<u>487,922</u>	<u>\$</u>	<u>338,457</u>	<u>\$ 28,637,938</u>
29							
30	<u>Revenue Requirement Calculation</u>						
31	Return on Rate Base @ 8.76%	\$ 2,436,293	\$	42,742	\$	29,649	\$ 2,508,683
32	Depreciation Expense	547,200		9,600		10,955	\$ 567,755
33	Property Tax @ \$6.60 per \$1000	188,100		3,300		2,310	193,710
34	<u>Annual Revenue Requirement</u>	<u>\$ 3,171,593</u>	<u>\$</u>	<u>55,642</u>	<u>\$</u>	<u>42,914</u>	<u>\$ 3,270,149</u>

Capped at \$3,200,000

Rate of Return Calculation	Portion	After-Tax Cost	Pre-Tax WACC	Tax
Equity	52.0%	9.30%	6.64%	27.08%
Debt	48.0%	4.420%	2.12%	
	100.0%		8.76%	

EnergyNorth
Municipal Property Taxes Included In Current Rates As Of March 31, 2021

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<u>Line</u>	<u>Amount</u>	<u>Reference</u>	<u>Source</u>
1	\$9,259,401	EnergyNorth Total Property Tax	Included in Page 6 of 16 Line 24 in Appendix 1 from Order No. 26,122 in Docket No. DG 17-048
2	\$153,854	Keene Total Property Tax	Included in Page 6 of 16 Line 24 in Appendix 1 from Order No. 26,122 in Docket No. DG 17-048
3	(\$1,952,162)	EnergyNorth State Property Taxes	Included in Page 6 of 16 Line 24 in Appendix 1 from Order No. 26,122 in Docket No. DG 17-048
4	(\$15,492)	Keene State Property Taxes	Included in Page 6 of 16 Line 24 in Appendix 1 from Order No. 26,122 in Docket No. DG 17-048
5	\$7,445,601	2016 Municipal Property Taxes	Sum of Lines 1 through 4
6	\$187,530	2017 CIBS	Annual incremental property taxes multiplied by the 2016 Municipal Property Tax %
7	\$153,572	2018 CIBS	Annual incremental property taxes multiplied by the 2016 Municipal Property Tax %
8	\$332,299	2018 Capital Step Increase (2017 Investment)	Appendix 4 from Order No. 26,122 in Docket No. DG 17-048 multiplied by the 2016 Municipal Property Tax %
9	\$90,647	2019 CIBS	Annual incremental property taxes multiplied by the 2016 Municipal Property Tax %
10	\$90,249	2020 CIBS (Jul 2020 - Sep 2020)	Three months of annual incremental property taxes multiplied by the 2016 Municipal Property Tax %
11	\$624,999	DG 20-105 Reconciliation (Oct 2020 - Mar 2021)	Temp to Perm Reconciliation to Recoupment (Oct 2020 - Mar 2021)
12	\$8,924,897	Calculated Municipal Property Taxes Included In Rates Through March 31, 2021	
13			
14	\$10,000,000	Hypothetical Municipal Property Taxes Billed April 2020 - March 2021	
15	\$0	Hypothetical Abatements or Other Adjustments	
16	\$10,000,000	Hypothetical Adjusted Municipal Property Taxes Billed April 2020 - March 2021	Line 14 plus Line 15
17			
18	\$1,075,103	Increase To Base Rates Due To Municipal Property Tax Reconciliation	Line 16 minus Line 12

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Incremental CNG Supply Costs through October 2021
Amount to be Recovered/(Refunded) Through Keene COG Rates

CNG Increment Cost/Saving Risk Sharing - 50% Shareholder/Ratepayers				
Incremental CNG Supply Costs - October 2019 thru October 2021				
COG Period	Year	Amount	Deferred	(Refund)/Charge
Summer	2019	5,048		(2,524)
Winter	2019-20	132,469	132,533	66,299
Summer	2020	16,214	16,214	8,107
Winter - Note 1	2020-21	136,525		(68,263)
Summer - Note 2	2021	4,012		(2,006)
Total Summer		25,274	16,214	3,577
Total Winter		268,994	132,533	(1,964)
Combined Total		294,268	148,747	1,613

Note 1 - Estimated CNG incremental cost based on projected usage and costs filed in DG 20-152 (Keene 2020-2021 Winter COG). Actual CNG incremental costs/savings to be determined in Keene 2021-2022 Winter COG.

Note 2 - Estimated CNG incremental cost based on projected usage and costs filed in DG 21-050 (Keene 2021 Summer COG). Actual CNG incremental costs/savings to be determined in Keene 2022 Summer COG.

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Appendix 5
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**ILLUSTRATION - CALCULATION OF PROJECTED INCREMENTAL CNG COST/SAVING TO BE INCLUDED IN COG RATES
TO BE RECONCILED USING ACTUAL COST - SUBSEQUENT COG RATES ADJUSTED FOR OVER/UNDER RECOVERY**

See Line No. 22, 28, 42 and 45

LIBERTY UTILITIES - KEENE DIVISION

**CALCULATION OF PURCHASED GAS COSTS
SUMMER PERIOD 20XX**

LINE NO.		May-XX	Jun-XX	Jul-XX	Aug-XX	Sep-XX	Oct-XX	TOTAL
1	TOTAL SENDOUT (therms)	60,000	40,000	50,000	40,000	50,000	80,000	320,000
2	CHANGE TO ENDING INVENTORY BALANCE (therms)	-	-	-	-	-	-	-
3	TOTAL REQUIRED PURCHASES (therms)	60,000	40,000	50,000	40,000	50,000	80,000	320,000
4	<u>PROPANE PURCHASE STABILIZATION PLAN DELIVERIES</u>							
5	Therms	-	-	-	-	-	-	-
6	<u>RATES</u> - from Schedule D							
7	Contract Price	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000	
8	Broker Fee	incl.	incl.	incl.	incl.	incl.	incl.	
9	Pipeline Fee	incl.	incl.	incl.	incl.	incl.	incl.	
10	PERC Fee	incl.	incl.	incl.	incl.	incl.	incl.	
11	Trucking Fee	incl.	incl.	incl.	incl.	incl.	incl.	
12	COST PER GALLON	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000	
13	TOTAL COST - Propane Purchase Stabilization Plan Deliveries	\$0	\$0	\$0	\$0	\$0	\$0	\$0
14	<u>AMHERST STORAGE PROPANE DELIVERIES</u>							
15	Therms	-	-	-	-	-	-	-
16	<u>RATES</u> - from Schedule F							
17	WACOG Price	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000	
18	Trucking Fee	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000	
19	COST PER GALLON	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000	
20	TOTAL COST - Amherst Storage Propane Deliveries	\$0	\$0	\$0	\$0	\$0	\$0	\$0
21	<u>CNG DELIVERIES</u>							
22	Therms	9,000	10,000	10,000	10,000	10,000	13,500	62,500
23	RATE							
24	PRICE	\$ 0.8000	\$ 0.8500	\$ 0.9000	\$ 0.9000	\$ 0.9000	\$ 0.9000	
25	COST PER Therm	\$ 0.8000	\$ 0.8500	\$ 0.9000	\$ 0.9000	\$ 0.9000	\$ 0.9000	
26	COST - CNG	\$7,200	\$8,500	\$9,000	\$9,000	\$9,000	\$12,150	
27	DEMAND FIXED	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$24,000
28	CNG COST PER Therm (line 29/22)	\$ 1.2444	\$ 1.2500	\$ 1.3000	\$ 1.3000	\$ 1.3000	\$ 1.1963	
29	TOTAL CNG (line 26+27)	\$11,200	\$12,500	\$13,000	\$13,000	\$13,000	\$16,150	\$78,850
30	<u>SPOT PURCHASES</u>							
31	Therms	50,000	30,000	40,000	30,000	40,000	65,000	255,000
32	<u>RATES</u> - from Schedule C							
33	Mont Belvieu	\$0.8500	\$0.8000	\$0.7500	\$0.7500	\$0.8000	\$0.8500	
34	Broker Fee	\$0.0100	\$0.0100	\$0.0100	\$0.0100	\$0.0100	\$0.0100	
35	Pipeline Fee	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000	
36	PERC Fee	\$0.0050	\$0.0050	\$0.0050	\$0.0050	\$0.0050	\$0.0050	
37	Supplier Charge	\$0.2000	\$0.2000	\$0.2000	\$0.2000	\$0.2000	\$0.2000	
38	Trucking Fee	\$0.1000	\$0.1000	\$0.1000	\$0.1000	\$0.1000	\$0.1000	
39	COST PER GALLON - Market Quotes	\$1.1650	\$1.1150	\$1.0650	\$1.0650	\$1.1150	\$1.1650	
40	COST PER THERM - Market Quotes	\$1.1650	\$1.1150	\$1.0650	\$1.0650	\$1.1150	\$1.1650	
41	TOTAL COST - Spot Purchases	\$58,250	\$33,450	\$42,600	\$31,950	\$44,600	\$75,725	\$286,575
42	SPOT PURCHASES -COST PER Therm (line 41/31)	\$1.1650	\$1.2150	\$1.1650	\$1.1650	\$1.2150	\$1.2650	
43	<u>OTHER ITEMS</u>							
44	Storage - Winter Period 20XX-20XX	\$0	\$0	\$0	\$0	\$0	\$0	\$0
45	50% Increment CNG (line (28 - 42) * 22*50%)	(\$358)	(\$175)	(\$675)	(\$675)	(\$425)	\$464	(\$1,844)
46	TOTAL OTHER ITEMS	(\$358)	(\$175)	(\$675)	(\$675)	(\$425)	\$464	(\$1,844)
47	<u>TOTAL</u>							
48	THERMS (line 5+15+22+31)	59,000	40,000	50,000	40,000	50,000	78,500	317,500
49	SENDOUT THERMS (line 1)	60,000	40,000	50,000	40,000	50,000	80,000	320,000
50	COST (line 13+20+29+41+46)	\$69,093	\$45,775	\$54,925	\$44,275	\$57,175	\$92,339	\$363,581
51	COST PER THERM (line 50/48)	\$1.1711	\$1.1444	\$1.0985	\$1.1069	\$1.1435	\$1.1763	\$1.1451

** Shaded cells show what information is considered confidential in future Keene COG filings

Docket No. DG 20-105
Appendix 6
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Keene Risk Sharing Adjustment
Update DCF Analysis for Keene Phase 1 Conversion

Capital Cost Direct (12/31/19 Rate Base)	\$359,889
Required Return (pre tax)	8.75%
Depreciation	8,997
Property tax rate	1.94%
Insurance rate	0.10%
NPV (Delta yrs 1-10, discount rate 10.15%)	(\$270,681.69)

Risk Sharing Calculation	
Permanent Rates Take Effect Year 2	
Average revenue (years 2-4)	\$0
Average revenue requirement (years 2-4)	\$44,297
Difference	(\$44,297)
Revenue Requirement Reduction (50%)	(\$22,149)
Adjustment to Distribution (91.51%)	(\$20,268)
Adjustment to COG (8.49%)	(\$1,880)

Year	IRS MACRS Rates	IRS MACRS Table	Book Depr	Delta Book less Tax	Tax Rate	Deferred Inc Tax	Accumulated Deferred Inc Tax	Rate Base	Required Return	Property Tax	Insurance	O&M	Revenue Requirement	Annual Revenues	Delta Rev Req less Revenue
(40 yrs/2.5%)										1.94%	0.10%	\$	35		
1	5.00%	17,994	8,997	(8,997)	27%	(2,436)	(2,436)	359,889 348,456	\$31,003	\$6,971	\$360	\$0	\$47,331	\$0.00	(\$47,330.75)
2	9.50%	34,189	8,997	(25,192)	27%	(6,822)	(9,259)	332,636	\$29,810	\$6,750	\$360	\$0	\$45,916	\$0.00	(\$45,916.48)
3	8.55%	30,771	8,997	(21,773)	27%	(5,896)	(15,155)	317,743	\$28,466	\$6,443	\$360	\$0	\$44,266	\$0.00	(\$44,265.84)
4	7.70%	27,711	8,997	(18,714)	27%	(5,068)	(20,223)	303,678	\$27,198	\$6,155	\$360	\$0	\$42,710	\$0.00	(\$42,709.91)
5	6.93%	24,940	8,997	(15,943)	27%	(4,317)	(24,540)	290,363	\$26,000	\$5,882	\$360	\$0	\$41,239	\$0.00	(\$41,239.13)
6	6.23%	22,421	8,997	(13,424)	27%	(3,635)	(28,175)	277,731	\$24,864	\$5,624	\$360	\$0	\$39,846	\$0.00	(\$39,845.58)
7	5.90%	21,233	8,997	(12,236)	27%	(3,314)	(31,489)	265,420	\$23,772	\$5,380	\$360	\$0	\$38,509	\$0.00	(\$38,509.19)
8	5.90%	21,233	8,997	(12,236)	27%	(3,314)	(34,802)	253,109	\$22,695	\$5,141	\$360	\$0	\$37,193	\$0.00	(\$37,193.10)
9	5.91%	21,269	8,997	(12,272)	27%	(3,323)	(38,126)	240,789	\$21,617	\$4,903	\$360	\$0	\$35,877	\$0.00	(\$35,876.58)
10	5.90%	21,233	8,997	(12,236)	27%	(3,314)	(41,439)	228,478	\$20,539	\$4,664	\$360	\$0	\$34,560	\$0.00	(\$34,559.87)
11	5.91%	21,269	8,997	(12,272)	27%	(3,323)	(44,762)	216,157	\$19,461	\$4,426	\$360	\$0	\$33,243	\$0.00	(\$33,243.36)
12	5.90%	21,233	8,997	(12,236)	27%	(3,314)	(48,076)	203,846	\$18,383	\$4,187	\$360	\$0	\$31,927	\$0.00	(\$31,926.65)
13	5.91%	21,269	8,997	(12,272)	27%	(3,323)	(51,399)	191,526	\$17,305	\$3,949	\$360	\$0	\$30,610	\$0.00	(\$30,610.14)
14	5.90%	21,233	8,997	(12,236)	27%	(3,314)	(54,713)	179,215	\$16,226	\$3,710	\$360	\$0	\$29,293	\$0.00	(\$29,293.43)
15	5.91%	21,269	8,997	(12,272)	27%	(3,323)	(58,036)	166,895	\$15,148	\$3,471	\$360	\$0	\$27,977	\$0.00	(\$27,976.92)
16	2.95%	10,617	8,997	(1,620)	27%	(439)	(58,475)	157,459	\$14,196	\$3,233	\$360	\$0	\$26,786	\$0.00	(\$26,786.04)
17			8,997	8,997	27%	2,436	(56,038)	150,898	\$13,496	\$3,050	\$360	\$0	\$25,903	\$0.00	(\$25,903.14)
18			8,997	8,997	27%	2,436	(53,602)	144,337	\$12,922	\$2,923	\$360	\$0	\$25,202	\$0.00	(\$25,201.76)
19			8,997	8,997	27%	2,436	(51,165)	137,776	\$12,347	\$2,796	\$360	\$0	\$24,500	\$0.00	(\$24,500.38)
20			8,997	8,997	27%	2,436	(48,729)	131,216	\$11,773	\$2,669	\$360	\$0	\$23,799	\$0.00	(\$23,798.99)
Required Return (Liberty proposal)															
Equity		52%	9.30%	12.75%	6.63%										
Debt		48%	4.42%	4.42%	2.12%										
					8.75%										

Liberty Utilities (EnergyNorth Natural Gas) Corp.
Docket DG 20-105
Revenue Decoupling Adjustment
Rates Eff. 8/1/2021

Docket NO. DG 20-105
Appendix 7
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Permanent Rates
Revenue Per Customer

Rate Class	January		February		March		April		May		June		July		August		September		October		November		December	
R-1/5	\$	26.014	\$	25.540	\$	24.307	\$	22.609	\$	20.956	\$	19.755	\$	18.931	\$	19.019	\$	19.435	\$	20.546	\$	22.982	\$	25.299
R-3/6	\$	97.157	\$	93.255	\$	74.713	\$	50.567	\$	34.034	\$	25.472	\$	22.948	\$	23.085	\$	25.352	\$	37.025	\$	62.207	\$	83.921
R-4/7	\$	97.157	\$	93.255	\$	74.713	\$	50.567	\$	34.034	\$	25.472	\$	22.948	\$	23.085	\$	25.352	\$	37.025	\$	62.207	\$	83.921
G-41/44	\$	235.956	\$	226.979	\$	184.606	\$	128.146	\$	88.800	\$	70.623	\$	66.093	\$	66.385	\$	70.916	\$	94.488	\$	154.776	\$	204.268
G-42/45	\$	1,578.472	\$	1,524.667	\$	1,241.555	\$	855.091	\$	523.642	\$	346.741	\$	294.872	\$	301.796	\$	360.170	\$	572.697	\$	1,034.777	\$	1,394.253
G-43/46	\$	8,928.306	\$	8,426.278	\$	7,012.866	\$	4,981.917	\$	1,969.310	\$	1,450.046	\$	1,304.759	\$	1,372.855	\$	1,462.191	\$	2,016.955	\$	5,871.987	\$	7,656.083
G-51/55	\$	133.825	\$	130.979	\$	121.907	\$	111.427	\$	104.493	\$	98.646	\$	94.516	\$	98.006	\$	98.750	\$	101.809	\$	115.084	\$	126.203
G-52/56	\$	731.471	\$	706.568	\$	650.770	\$	576.938	\$	402.135	\$	377.110	\$	367.473	\$	377.804	\$	384.365	\$	407.882	\$	611.436	\$	669.830
G-53/57	\$	6,797.367	\$	6,197.111	\$	5,755.166	\$	4,877.206	\$	2,508.532	\$	2,307.268	\$	2,328.947	\$	2,476.034	\$	2,356.654	\$	2,625.619	\$	5,366.438	\$	6,077.525
G-54/58	\$	3,719.928	\$	3,726.283	\$	3,387.343	\$	3,833.707	\$	2,775.284	\$	2,874.002	\$	2,966.625	\$	3,090.866	\$	2,982.545	\$	2,965.834	\$	4,662.611	\$	3,822.712

Step Increase
Revenue Per Customer

Rate Class	January		February		March		April		May		June		July		August		September		October		November		December	
R-1/5	\$	1.483	\$	1.402	\$	1.264	\$	0.987	\$	0.742	\$	0.563	\$	0.464	\$	0.461	\$	0.537	\$	0.767	\$	1.196	\$	1.535
R-3/6	\$	4.968	\$	4.490	\$	3.576	\$	2.178	\$	1.178	\$	0.590	\$	0.464	\$	0.462	\$	0.630	\$	1.405	\$	3.017	\$	4.353
R-4/7	\$	4.968	\$	4.490	\$	3.576	\$	2.178	\$	1.178	\$	0.590	\$	0.464	\$	0.462	\$	0.630	\$	1.405	\$	3.017	\$	4.353
G-41/44	\$	10.371	\$	9.551	\$	7.771	\$	5.376	\$	3.848	\$	2.999	\$	2.860	\$	2.877	\$	3.115	\$	4.296	\$	6.950	\$	9.342
G-42/45	\$	71.556	\$	65.275	\$	52.763	\$	33.854	\$	20.781	\$	13.163	\$	11.663	\$	12.053	\$	14.984	\$	26.315	\$	47.308	\$	64.023
G-43/46	\$	322.176	\$	307.458	\$	260.216	\$	188.058	\$	125.272	\$	80.674	\$	74.052	\$	74.222	\$	90.747	\$	148.398	\$	230.190	\$	306.060
G-51/55	\$	6.156	\$	6.082	\$	5.241	\$	4.545	\$	4.182	\$	4.099	\$	4.023	\$	4.113	\$	4.243	\$	4.825	\$	5.232	\$	5.946
G-52/56	\$	31.400	\$	30.740	\$	24.341	\$	20.081	\$	17.238	\$	17.150	\$	17.025	\$	17.535	\$	18.199	\$	21.044	\$	23.978	\$	27.933
G-53/57	\$	246.248	\$	243.066	\$	214.654	\$	186.181	\$	150.341	\$	140.629	\$	138.297	\$	140.255	\$	144.706	\$	168.388	\$	188.258	\$	211.553
G-54/58	\$	138.456	\$	145.419	\$	124.103	\$	143.307	\$	136.199	\$	145.470	\$	155.194	\$	160.877	\$	160.145	\$	160.192	\$	161.125	\$	137.154

Total
Revenue Per Customer

Rate Class	January		February		March		April		May		June		July		August		September		October		November		December	
R-1/5	\$	27.498	\$	26.942	\$	25.571	\$	23.596	\$	21.698	\$	20.318	\$	19.395	\$	19.480	\$	19.972	\$	21.314	\$	24.178	\$	26.834
R-3/6	\$	102.124	\$	97.745	\$	78.289	\$	52.745	\$	35.212	\$	26.062	\$	23.412	\$	23.547	\$	25.982	\$	38.431	\$	65.224	\$	88.274
R-4/7	\$	102.124	\$	97.745	\$	78.289	\$	52.745	\$	35.212	\$	26.062	\$	23.412	\$	23.547	\$	25.982	\$	38.431	\$	65.224	\$	88.274
G-41/44	\$	246.326	\$	236.530	\$	192.376	\$	133.522	\$	92.648	\$	73.622	\$	68.954	\$	69.262	\$	74.031	\$	98.783	\$	161.726	\$	213.610
G-42/45	\$	1,650.029	\$	1,589.942	\$	1,294.318	\$	888.944	\$	544.422	\$	359.904	\$	306.536	\$	313.849	\$	375.153	\$	599.012	\$	1,082.085	\$	1,458.276
G-43/46	\$	9,250.482	\$	8,733.736	\$	7,273.082	\$	5,169.975	\$	2,094.582	\$	1,530.720	\$	1,378.810	\$	1,447.077	\$	1,552.938	\$	2,165.354	\$	6,102.177	\$	7,962.143
G-51/55	\$	139.981	\$	137.061	\$	127.148	\$	115.972	\$	108.676	\$	102.744	\$	98.539	\$	102.119	\$	102.993	\$	106.634	\$	120.316	\$	132.149
G-52/56	\$	762.870	\$	737.308	\$	675.111	\$	597.019	\$	419.373	\$	394.261	\$	384.498	\$	395.340	\$	402.564	\$	428.926	\$	635.414	\$	697.763
G-53/57	\$	7,043.615	\$	6,440.177	\$	5,969.820	\$	5,063.387	\$	2,658.873	\$	2,447.898	\$	2,467.245	\$	2,616.288	\$	2,501.361	\$	2,794.007	\$	5,554.697	\$	6,289.078
G-54/58	\$	3,858.384	\$	3,871.702	\$	3,511.446	\$	3,977.013	\$	2,911.483	\$	3,019.472	\$	3,121.818	\$	3,251.743	\$	3,142.690	\$	3,126.025	\$	4,823.736	\$	3,959.866

Liberty Utilities (EnergyNorth Natural Gas) Corp.

COMPARATIVE MONTHLY BILLING UNDER PRESENT AND PROPOSED RATES
RATE R-1 : RESIDENTIAL NON-HEATING

Line

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Present Rates			Proposed Rates		
	Winter	Summer		Winter	Summer
Cost of Gas	\$0.4737	\$0.3935	Cost of Gas	\$0.5010	\$0.3935
LDAC	\$0.0589	\$0.0589	LDAC	\$0.0589	\$0.0589
Customer charge	\$15.50		Customer charge	\$15.39	
Sales rate			Sales rate		
First Block Size			First Block Size		
Block 1	\$0.3860	\$0.3860	Block 1	\$0.4358	\$0.4358
Block 2	\$0.3860	\$0.3860	Block 2	\$0.4358	\$0.4358

Use per Month (therms)	Monthly Bills at Present Rates						Monthly Bills at Proposed Rates						Change in Monthly Bill				Unit Costs			
	Winter			Summer			Winter			Summer			Winter		Summer		Current		Proposed	
	Base Rates	COG / LDAC	TOTAL	Base Rates	COG / LDAC	TOTAL	Base Rates	COG / LDAC	TOTAL	Base Rates	COG / LDAC	TOTAL	\$	%	\$	%	Winter	Summer	Winter	Summer
0	\$15.50	\$0.00	\$15.50	\$15.50	\$0.00	\$15.50	\$15.39	\$0.00	\$15.39	\$15.39	\$0.00	\$15.39	-\$0.11	-0.7%	-\$0.11	-0.7%	\$0.0000	\$0.0000	\$0.0000	\$0.0000
2	\$16.27	\$1.07	\$17.34	\$16.27	\$0.90	\$17.18	\$16.26	\$1.12	\$17.38	\$16.26	\$0.90	\$17.17	\$0.05	0.3%	-\$0.01	0.0%	\$8.6686	\$8.5884	\$8.6919	\$8.5844
4	\$17.04	\$2.13	\$19.17	\$17.04	\$1.81	\$18.85	\$17.14	\$2.24	\$19.38	\$17.14	\$1.81	\$18.95	\$0.20	1.0%	\$0.09	0.5%	\$4.7936	\$4.7134	\$4.8438	\$4.7363
6	\$17.82	\$3.20	\$21.01	\$17.82	\$2.71	\$20.53	\$18.01	\$3.36	\$21.37	\$18.01	\$2.71	\$20.72	\$0.36	1.7%	\$0.19	0.9%	\$3.5019	\$3.4217	\$3.5611	\$3.4536
8	\$18.59	\$4.26	\$22.85	\$18.59	\$3.62	\$22.21	\$18.88	\$4.48	\$23.36	\$18.88	\$3.62	\$22.50	\$0.51	2.2%	\$0.29	1.3%	\$2.8561	\$2.7759	\$2.9198	\$2.8123
10	\$19.36	\$5.33	\$24.69	\$19.36	\$4.52	\$23.88	\$19.75	\$5.60	\$25.35	\$19.75	\$4.52	\$24.27	\$0.66	2.7%	\$0.39	1.6%	\$2.4686	\$2.3884	\$2.5350	\$2.4275
15	\$21.29	\$7.99	\$29.28	\$21.29	\$6.79	\$28.08	\$21.93	\$8.40	\$30.33	\$21.93	\$6.79	\$28.72	\$1.05	3.6%	\$0.64	2.3%	\$1.9519	\$1.8717	\$2.0219	\$1.9144
20	\$23.22	\$10.65	\$33.87	\$23.22	\$9.05	\$32.27	\$24.11	\$11.20	\$35.31	\$24.11	\$9.05	\$33.16	\$1.44	4.2%	\$0.89	2.8%	\$1.6936	\$1.6134	\$1.7654	\$1.6578
25	\$25.15	\$13.32	\$38.47	\$25.15	\$11.31	\$36.46	\$26.29	\$14.00	\$40.29	\$26.29	\$11.31	\$37.60	\$1.82	4.7%	\$1.14	3.1%	\$1.5386	\$1.4584	\$1.6114	\$1.5039
30	\$27.08	\$15.98	\$43.06	\$27.08	\$13.57	\$40.65	\$28.47	\$16.80	\$45.26	\$28.47	\$13.57	\$42.04	\$2.21	5.1%	\$1.39	3.4%	\$1.4353	\$1.3551	\$1.5088	\$1.4013
35	\$29.01	\$18.64	\$47.65	\$29.01	\$15.83	\$44.84	\$30.65	\$19.60	\$50.24	\$30.65	\$15.83	\$46.48	\$2.59	5.4%	\$1.64	3.6%	\$1.3615	\$1.2813	\$1.4355	\$1.3280
40	\$30.94	\$21.30	\$52.24	\$30.94	\$18.10	\$49.04	\$32.83	\$22.40	\$55.22	\$32.83	\$18.10	\$50.92	\$2.98	5.7%	\$1.89	3.8%	\$1.3061	\$1.2259	\$1.3805	\$1.2730
45	\$32.87	\$23.97	\$56.84	\$32.87	\$20.36	\$53.23	\$35.00	\$25.20	\$60.20	\$35.00	\$20.36	\$55.36	\$3.36	5.9%	\$2.13	4.0%	\$1.2630	\$1.1828	\$1.3378	\$1.2303
50	\$34.80	\$26.63	\$61.43	\$34.80	\$22.62	\$57.42	\$37.18	\$28.00	\$65.18	\$37.18	\$22.62	\$59.80	\$3.75	6.1%	\$2.38	4.2%	\$1.2286	\$1.1484	\$1.3036	\$1.1961
60	\$38.66	\$31.96	\$70.62	\$38.66	\$27.14	\$65.80	\$41.54	\$33.59	\$75.14	\$41.54	\$27.14	\$68.69	\$4.52	6.4%	\$2.88	4.4%	\$1.1769	\$1.0967	\$1.2523	\$1.1448
70	\$42.52	\$37.28	\$79.80	\$42.52	\$31.67	\$74.19	\$45.90	\$39.19	\$85.09	\$45.90	\$31.67	\$77.57	\$5.29	6.6%	\$3.38	4.6%	\$1.1400	\$1.0598	\$1.2156	\$1.1081
80	\$46.38	\$42.61	\$88.99	\$46.38	\$36.19	\$82.57	\$50.26	\$44.79	\$95.05	\$50.26	\$36.19	\$86.45	\$6.06	6.8%	\$3.88	4.7%	\$1.1124	\$1.0322	\$1.1881	\$1.0806
90	\$50.24	\$47.93	\$98.17	\$50.24	\$40.72	\$90.96	\$54.62	\$50.39	\$105.01	\$54.62	\$40.72	\$95.33	\$6.83	7.0%	\$4.38	4.8%	\$1.0908	\$1.0106	\$1.1668	\$1.0592
100	\$54.10	\$53.26	\$107.36	\$54.10	\$45.24	\$99.34	\$58.97	\$55.99	\$114.97	\$58.97	\$45.24	\$104.21	\$7.61	7.1%	\$4.87	4.9%	\$1.0736	\$0.9934	\$1.1497	\$1.0421
200	\$92.70	\$106.52	\$199.22	\$92.70	\$90.48	\$183.18	\$102.56	\$111.98	\$214.54	\$102.56	\$90.48	\$193.04	\$15.32	7.7%	\$9.86	5.4%	\$0.9961	\$0.9159	\$1.0727	\$0.9652
Percentiles																				
8	\$18.59	\$4.26	\$22.85				\$18.88	\$4.48	\$23.36				\$0.51	2.2%			\$2.8561		\$2.9198	
20	\$23.22	\$10.65	\$33.87				\$24.11	\$11.20	\$35.31				\$1.44	4.2%			\$1.6936		\$1.7654	
30	\$27.08	\$15.98	\$43.06				\$28.47	\$16.80	\$45.26				\$2.21	5.1%			\$1.4353		\$1.5088	
5				\$17.43	\$2.26	\$19.69				\$17.57	\$2.26	\$19.83			\$0.14	0.7%		\$3.9384		\$3.9667
11				\$19.75	\$4.98	\$24.72				\$20.19	\$4.98	\$25.16			\$0.44	1.8%		\$2.2475		\$2.2875
20				\$23.22	\$9.05	\$32.27				\$24.11	\$9.05	\$33.16			\$0.89	2.8%		\$1.6134		\$1.6578

Estimated Bill Percentiles per 2010 MCS

Liberty Utilities (EnergyNorth Natural Gas) Corp.

COMPARATIVE MONTHLY BILLING UNDER PRESENT AND PROPOSED RATES
RATE R-3 : RESIDENTIAL HEATING

Line

1	Present Rates	Winter	Summer	Proposed Rates	Winter	Summer
2	Cost of Gas	\$0.4737	\$0.3935	Cost of Gas	\$0.5010	\$0.3935
3	LDAC	\$0.0589	\$0.0589	LDAC	\$0.0589	\$0.0589
4						
5	Customer charge	\$15.50		Customer charge	\$15.39	
6	Sales rate			Sales rate		
7	First Block Size			First Block Size		
8	Block 1	\$0.5678	\$0.5678	Block 1	\$0.5985	\$0.5985
9	Block 2	\$0.5678	\$0.5678	Block 2	\$0.5985	\$0.5985

		Monthly Bills at Present Rates						Monthly Bills at Proposed Rates						Change in Monthly Bill				Unit Costs			
		Winter			Summer			Winter			Summer			Winter		Summer		Current		Proposed	
	Use per Month (therms)	Base Rates	COG / LDAC	TOTAL	Base Rates	COG / LDAC	TOTAL	Base Rates	COG / LDAC	TOTAL	Base Rates	COG / LDAC	TOTAL	\$	%	\$	%	Winter	Summer	Winter	Summer
12																					
13																					
14																					
15																					
16	0	\$15.50	\$0.00	\$15.50	\$15.50	\$0.00	\$15.50	\$15.39	\$0.00	\$15.39	\$15.39	\$0.00	\$15.39	-\$0.11	-0.7%	-\$0.11	-0.7%	\$0.0000	\$0.0000	\$0.0000	\$0.0000
17	10	\$21.18	\$5.33	\$26.50	\$21.18	\$4.52	\$25.70	\$21.38	\$5.60	\$26.98	\$21.38	\$4.52	\$25.90	\$0.47	1.8%	\$0.20	0.8%	\$2.6504	\$2.5702	\$2.6976	\$2.5901
18	25	\$29.70	\$13.32	\$43.01	\$29.70	\$11.31	\$41.01	\$30.35	\$14.00	\$44.35	\$30.35	\$11.31	\$41.66	\$1.34	3.1%	\$0.66	1.6%	\$1.7204	\$1.6402	\$1.7741	\$1.6666
19	50	\$43.89	\$26.63	\$70.52	\$43.89	\$22.62	\$66.51	\$45.32	\$28.00	\$73.31	\$45.32	\$22.62	\$67.94	\$2.79	4.0%	\$1.43	2.1%	\$1.4104	\$1.3302	\$1.4662	\$1.3587
20	75	\$58.09	\$39.95	\$98.03	\$58.09	\$33.93	\$92.02	\$60.28	\$41.99	\$102.27	\$60.28	\$33.93	\$94.21	\$4.24	4.3%	\$2.19	2.4%	\$1.3071	\$1.2269	\$1.3636	\$1.2561
21	100	\$72.28	\$53.26	\$125.54	\$72.28	\$45.24	\$117.52	\$75.24	\$55.99	\$131.23	\$75.24	\$45.24	\$120.48	\$5.69	4.5%	\$2.96	2.5%	\$1.2554	\$1.1752	\$1.3123	\$1.2048
22	125	\$86.48	\$66.58	\$153.05	\$86.48	\$56.55	\$143.03	\$90.20	\$69.99	\$160.19	\$90.20	\$56.55	\$146.75	\$7.14	4.7%	\$3.72	2.6%	\$1.2244	\$1.1442	\$1.2815	\$1.1740
23	150	\$100.67	\$79.89	\$180.56	\$100.67	\$67.86	\$168.53	\$105.16	\$83.99	\$189.15	\$105.16	\$67.86	\$173.02	\$8.59	4.8%	\$4.49	2.7%	\$1.2037	\$1.1235	\$1.2610	\$1.1535
24	175	\$114.87	\$93.21	\$208.07	\$114.87	\$79.17	\$194.04	\$120.12	\$97.98	\$218.11	\$120.12	\$79.17	\$199.29	\$10.04	4.8%	\$5.26	2.7%	\$1.1890	\$1.1088	\$1.2463	\$1.1388
25	200	\$129.06	\$106.52	\$235.58	\$129.06	\$90.48	\$219.54	\$135.08	\$111.98	\$247.07	\$135.08	\$90.48	\$225.56	\$11.49	4.9%	\$6.02	2.7%	\$1.1779	\$1.0977	\$1.2353	\$1.1278
26	225	\$143.26	\$119.84	\$263.09	\$143.26	\$101.79	\$245.05	\$150.05	\$125.98	\$276.03	\$150.05	\$101.79	\$251.84	\$12.94	4.9%	\$6.79	2.8%	\$1.1693	\$1.0891	\$1.2268	\$1.1193
27	250	\$157.45	\$133.15	\$290.60	\$157.45	\$113.10	\$270.55	\$165.01	\$139.98	\$304.98	\$165.01	\$113.10	\$278.11	\$14.38	5.0%	\$7.56	2.8%	\$1.1624	\$1.0822	\$1.2199	\$1.1124
28	275	\$171.65	\$146.47	\$318.11	\$171.65	\$124.41	\$296.06	\$179.97	\$153.98	\$333.94	\$179.97	\$124.41	\$304.38	\$15.83	5.0%	\$8.32	2.8%	\$1.1568	\$1.0766	\$1.2143	\$1.1068
29	300	\$185.84	\$159.78	\$345.62	\$185.84	\$135.72	\$321.56	\$194.93	\$167.97	\$362.90	\$194.93	\$135.72	\$330.65	\$17.28	5.0%	\$9.09	2.8%	\$1.1521	\$1.0719	\$1.2097	\$1.1022
30	350	\$214.23	\$186.41	\$400.64	\$214.23	\$158.34	\$372.57	\$224.85	\$195.97	\$420.82	\$224.85	\$158.34	\$383.19	\$20.18	5.0%	\$10.62	2.9%	\$1.1447	\$1.0645	\$1.2023	\$1.0948
31	400	\$242.62	\$213.04	\$455.66	\$242.62	\$180.96	\$423.58	\$254.78	\$223.96	\$478.74	\$254.78	\$180.96	\$435.74	\$23.08	5.1%	\$12.16	2.9%	\$1.1392	\$1.0590	\$1.1969	\$1.0893
32	450	\$271.01	\$239.67	\$510.68	\$271.01	\$203.58	\$474.59	\$284.70	\$251.96	\$536.66	\$284.70	\$203.58	\$488.28	\$25.98	5.1%	\$13.69	2.9%	\$1.1348	\$1.0546	\$1.1926	\$1.0851
33	500	\$299.40	\$266.30	\$565.70	\$299.40	\$226.20	\$525.60	\$314.62	\$279.96	\$594.58	\$314.62	\$226.20	\$540.82	\$28.88	5.1%	\$15.22	2.9%	\$1.1314	\$1.0512	\$1.1892	\$1.0816
34	750	\$441.35	\$399.45	\$840.80	\$441.35	\$339.30	\$780.65	\$464.24	\$419.93	\$884.17	\$464.24	\$339.30	\$803.54	\$43.37	5.2%	\$22.89	2.9%	\$1.1211	\$1.0409	\$1.1789	\$1.0714
35	1,000	\$583.30	\$532.60	\$1,115.90	\$583.30	\$452.40	\$1,035.70	\$613.85	\$559.91	\$1,173.76	\$613.85	\$452.40	\$1,066.25	\$57.86	5.2%	\$30.55	2.9%	\$1.1159	\$1.0357	\$1.1738	\$1.0662
36																					
37	Estimated Bill Percentiles																				
38	Winter - 25%	60	\$49.57	\$31.96	\$81.52			\$51.30	\$33.59	\$84.89				\$3.37	4.1%			\$1.3587		\$1.4149	
39	Winter - 50%	100	\$72.28	\$53.26	\$125.54			\$75.24	\$55.99	\$131.23				\$5.69	4.5%			\$1.2554		\$1.3123	
40	Winter - 75%	175	\$114.87	\$93.21	\$208.07			\$120.12	\$97.98	\$218.11				\$10.04	4.8%			\$1.1890		\$1.2463	
41	Summer - 25%	12				\$22.31	\$5.43	\$27.74			\$22.57	\$5.43	\$28.00			\$0.26	0.9%		\$2.3119		\$2.3336
42	Summer - 50%	20				\$26.86	\$9.05	\$35.90			\$27.36	\$9.05	\$36.41			\$0.51	1.4%		\$1.7952		\$1.8205
43	Summer - 75%	30				\$32.53	\$13.57	\$46.11			\$33.35	\$13.57	\$46.92			\$0.81	1.8%		\$1.5369		\$1.5639

Estimated Bill Percentiles per 2010 MCS

Liberty Utilities (EnergyNorth Natural Gas) Corp.

COMPARATIVE MONTHLY BILLING UNDER PRESENT AND PROPOSED RATES
RATE R-4 : LOW INCOME RESIDENTIAL HEATING

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Present Rates	Winter	Summer	Proposed Rates	Winter	Summer
Cost of Gas	\$0.4737	\$0.3935	Cost of Gas	\$0.5010	\$0.3935
LDAC	\$0.0589	\$0.0589	LDAC	\$0.0589	\$0.0589
Customer charge	\$8.53	\$15.50	Customer charge	\$8.47	\$15.39
Sales rate			Sales rate		
First Block Size			First Block Size		
Block 1	\$0.3123	\$0.5678	Block 1	\$0.3292	\$0.5985
Block 2	\$0.3123	\$0.5678	Block 2	\$0.3292	\$0.5985

Use per Month (therms)	Monthly Bills at Present Rates						Monthly Bills at Proposed Rates						Change in Monthly Bill				Unit Costs			
	Winter			Summer			Winter			Summer			Winter		Summer		Current		Proposed	
	Base Rates	COG / LDAC	TOTAL	Base Rates	COG / LDAC	TOTAL	Base Rates	COG / LDAC	TOTAL	Base Rates	COG / LDAC	TOTAL	\$	%	\$	%	Winter	Summer	Winter	Summer
0	\$8.53	\$0.00	\$8.53	\$15.50	\$0.00	\$15.50	\$8.47	\$0.00	\$8.47	\$15.39	\$0.00	\$15.39	-\$0.06	-0.8%	-\$0.10	-0.7%	\$0.0000	\$0.0000	\$0.0000	\$0.0000
10	\$11.65	\$5.33	\$16.98	\$21.17	\$4.52	\$25.70	\$11.76	\$5.60	\$17.36	\$21.38	\$4.52	\$25.90	\$0.38	2.2%	\$0.20	0.8%	\$1.6979	\$2.5699	\$1.7356	\$2.5901
25	\$16.34	\$13.32	\$29.65	\$29.69	\$11.31	\$41.00	\$16.69	\$14.00	\$30.69	\$30.35	\$11.31	\$41.66	\$1.04	3.5%	\$0.66	1.6%	\$1.1861	\$1.6401	\$1.2277	\$1.6666
50	\$24.15	\$26.63	\$50.78	\$43.89	\$22.62	\$66.51	\$24.92	\$28.00	\$52.92	\$45.32	\$22.62	\$67.94	\$2.14	4.2%	\$1.43	2.1%	\$1.0155	\$1.3301	\$1.0584	\$1.3587
75	\$31.95	\$39.95	\$71.90	\$58.08	\$33.93	\$92.01	\$33.15	\$41.99	\$75.15	\$60.28	\$33.93	\$94.21	\$3.25	4.5%	\$2.19	2.4%	\$0.9586	\$1.2268	\$1.0019	\$1.2561
100	\$39.76	\$53.26	\$93.02	\$72.28	\$45.24	\$117.52	\$41.38	\$55.99	\$97.37	\$75.24	\$45.24	\$120.48	\$4.35	4.7%	\$2.96	2.5%	\$0.9302	\$1.1752	\$0.9737	\$1.2048
125	\$47.57	\$66.58	\$114.14	\$86.47	\$56.55	\$143.02	\$49.61	\$69.99	\$119.60	\$90.20	\$56.55	\$146.75	\$5.46	4.8%	\$3.73	2.6%	\$0.9131	\$1.1442	\$0.9568	\$1.1740
150	\$55.38	\$79.89	\$135.27	\$100.67	\$67.86	\$168.53	\$57.84	\$83.99	\$141.83	\$105.16	\$67.86	\$173.02	\$6.56	4.9%	\$4.49	2.7%	\$0.9018	\$1.1235	\$0.9455	\$1.1535
175	\$63.18	\$93.21	\$156.39	\$114.86	\$79.17	\$194.03	\$66.07	\$97.98	\$164.05	\$120.12	\$79.17	\$199.29	\$7.66	4.9%	\$5.26	2.7%	\$0.8936	\$1.1088	\$0.9374	\$1.1388
200	\$70.99	\$106.52	\$177.51	\$129.06	\$90.48	\$219.54	\$74.30	\$111.98	\$186.28	\$135.08	\$90.48	\$225.56	\$8.77	4.9%	\$6.03	2.7%	\$0.8876	\$1.0977	\$0.9314	\$1.1278
225	\$78.80	\$119.84	\$198.63	\$143.25	\$101.79	\$245.04	\$82.52	\$125.98	\$208.51	\$150.05	\$101.79	\$251.84	\$9.87	5.0%	\$6.79	2.8%	\$0.8828	\$1.0891	\$0.9267	\$1.1193
250	\$86.61	\$133.15	\$219.76	\$157.45	\$113.10	\$270.55	\$90.75	\$139.98	\$230.73	\$165.01	\$113.10	\$278.11	\$10.98	5.0%	\$7.56	2.8%	\$0.8790	\$1.0822	\$0.9229	\$1.1124
275	\$94.41	\$146.47	\$240.88	\$171.64	\$124.41	\$296.05	\$98.98	\$153.98	\$252.96	\$179.97	\$124.41	\$304.38	\$12.08	5.0%	\$8.33	2.8%	\$0.8759	\$1.0766	\$0.9198	\$1.1068
300	\$102.22	\$159.78	\$262.00	\$185.84	\$135.72	\$321.56	\$107.21	\$167.97	\$275.18	\$194.93	\$135.72	\$330.65	\$13.18	5.0%	\$9.09	2.8%	\$0.8733	\$1.0719	\$0.9173	\$1.1022
350	\$117.84	\$186.41	\$304.25	\$214.23	\$158.34	\$372.57	\$123.67	\$195.97	\$319.64	\$224.85	\$158.34	\$383.19	\$15.39	5.1%	\$10.63	2.9%	\$0.8693	\$1.0645	\$0.9133	\$1.0948
400	\$133.45	\$213.04	\$346.49	\$242.62	\$180.96	\$423.58	\$140.13	\$223.96	\$364.09	\$254.78	\$180.96	\$435.74	\$17.60	5.1%	\$12.16	2.9%	\$0.8662	\$1.0589	\$0.9102	\$1.0893
450	\$149.07	\$239.67	\$388.74	\$271.01	\$203.58	\$474.59	\$156.58	\$251.96	\$408.54	\$284.70	\$203.58	\$488.28	\$19.81	5.1%	\$13.69	2.9%	\$0.8639	\$1.0546	\$0.9079	\$1.0851
500	\$164.68	\$266.30	\$430.98	\$299.40	\$226.20	\$525.60	\$173.04	\$279.96	\$453.00	\$314.62	\$226.20	\$540.82	\$22.02	5.1%	\$15.22	2.9%	\$0.8620	\$1.0512	\$0.9060	\$1.0816
750	\$242.76	\$399.45	\$642.21	\$441.35	\$339.30	\$780.65	\$255.33	\$419.93	\$675.26	\$464.24	\$339.30	\$803.54	\$33.06	5.1%	\$22.89	2.9%	\$0.8563	\$1.0409	\$0.9004	\$1.0714
1,000	\$320.83	\$532.60	\$853.43	\$583.30	\$452.40	\$1,035.70	\$337.62	\$559.91	\$897.53	\$613.85	\$452.40	\$1,066.25	\$44.10	5.2%	\$30.55	2.9%	\$0.8534	\$1.0357	\$0.8975	\$1.0662
Percentiles																				
70	\$30.39	\$37.28	\$67.67				\$31.51	\$39.19	\$70.70				\$3.03	4.5%			\$0.9668		\$1.0100	
100	\$39.76	\$53.26	\$93.02				\$41.38	\$55.99	\$97.37				\$4.35	4.7%			\$0.9302		\$0.9737	
150	\$55.38	\$79.89	\$135.27				\$57.84	\$83.99	\$141.83				\$6.56	4.9%			\$0.9018		\$0.9455	
14				\$23.45	\$6.33	\$29.78				\$23.77	\$6.33	\$30.10			\$0.32	1.1%		\$2.1271		\$2.1503
25				\$29.69	\$11.31	\$41.00				\$30.35	\$11.31	\$41.66			\$0.66	1.6%		\$1.6401		\$1.6666
40				\$38.21	\$18.10	\$56.30				\$39.33	\$18.10	\$57.43			\$1.12	2.0%		\$1.4076		\$1.4357

Estimated Bill Percentiles per 2010 MCS

Liberty Utilities (EnergyNorth Natural Gas) Corp.

COMPARATIVE MONTHLY BILLING UNDER PRESENT AND PROPOSED RATES
RATE G-41 : COMMERCIAL/INDUSTRIAL - LOW ANNUAL USE, HIGH WINTER USE

Line

1	Present Rates	Winter	Summer	Proposed Rates	Winter	Summer
2	Cost of Gas	\$0.4724	\$0.3886	Cost of Gas	\$0.4997	\$0.3886
3	LDAC	\$0.0555	\$0.0555	LDAC	\$0.0555	\$0.0555
4						
5	Customer charge	\$57.46		Customer charge	\$59.55	
6	Sales rate			Sales rate		
7	First Block Size	100	20	First Block Size	100	20
8	Block 1	\$0.4711	\$0.4711	Block 1	\$0.4848	\$0.4848
9	Block 2	\$0.3165	\$0.3165	Block 2	\$0.3309	\$0.3309

Line	Use per Month (therms)	Monthly Bills at Present Rates						Monthly Bills at Proposed Rates						Change in Monthly Bill				Unit Costs			
		Winter			Summer			Winter			Summer			Winter		Summer		Current		Proposed	
		Base Rates	COG / LDAC	TOTAL	Base Rates	COG / LDAC	TOTAL	Base Rates	COG / LDAC	TOTAL	Base Rates	COG / LDAC	TOTAL	\$	%	\$	%	Winter	Summer	Winter	Summer
15	0	\$57	\$0	\$57	\$57	\$0	\$57	\$60	\$0	\$60	\$60	\$0	\$60	\$2.09	3.6%	\$2.09	3.6%	\$0.0000	\$0.0000	\$0.0000	\$0.0000
16	10	\$62	\$5	\$67	\$62	\$4	\$67	\$64	\$6	\$70	\$64	\$4	\$69	\$2.50	3.7%	\$2.22	3.3%	\$6.7450	\$6.6612	\$6.9945	\$6.8834
17	25	\$69	\$13	\$82	\$68	\$11	\$80	\$72	\$14	\$86	\$71	\$11	\$82	\$3.11	3.8%	\$2.43	3.1%	\$3.2974	\$3.1827	\$3.4218	\$3.2799
18	50	\$81	\$26	\$107	\$76	\$22	\$99	\$84	\$28	\$112	\$79	\$22	\$101	\$4.13	3.8%	\$2.79	2.8%	\$2.1482	\$1.9716	\$2.2309	\$2.0275
19	75	\$93	\$40	\$132	\$84	\$33	\$118	\$96	\$42	\$138	\$87	\$33	\$121	\$5.16	3.9%	\$3.15	2.7%	\$1.7651	\$1.5680	\$1.8339	\$1.6100
20	100	\$105	\$53	\$157	\$92	\$44	\$137	\$108	\$56	\$164	\$96	\$44	\$140	\$6.18	3.9%	\$3.51	2.6%	\$1.5736	\$1.3661	\$1.6354	\$1.4012
21	150	\$120	\$79	\$200	\$108	\$67	\$175	\$125	\$83	\$208	\$112	\$67	\$179	\$8.27	4.1%	\$4.23	2.4%	\$1.3305	\$1.1643	\$1.3857	\$1.1925
22	200	\$136	\$106	\$242	\$124	\$89	\$213	\$141	\$111	\$252	\$129	\$89	\$218	\$10.35	4.3%	\$4.95	2.3%	\$1.2090	\$1.0634	\$1.2608	\$1.0881
23	250	\$152	\$132	\$284	\$140	\$111	\$251	\$158	\$139	\$296	\$145	\$111	\$256	\$12.44	4.4%	\$5.67	2.3%	\$1.1361	\$1.0028	\$1.1858	\$1.0255
24	300	\$168	\$158	\$326	\$156	\$133	\$289	\$174	\$167	\$341	\$162	\$133	\$295	\$14.53	4.5%	\$6.39	2.2%	\$1.0875	\$0.9624	\$1.1359	\$0.9838
25	350	\$184	\$185	\$368	\$171	\$155	\$327	\$191	\$194	\$385	\$178	\$155	\$334	\$16.61	4.5%	\$7.12	2.2%	\$1.0527	\$0.9336	\$1.1002	\$0.9539
26	400	\$200	\$211	\$411	\$187	\$178	\$365	\$207	\$222	\$429	\$195	\$178	\$373	\$18.70	4.6%	\$7.84	2.1%	\$1.0267	\$0.9120	\$1.0734	\$0.9316
27	500	\$231	\$264	\$495	\$219	\$222	\$441	\$240	\$278	\$518	\$228	\$222	\$450	\$22.87	4.6%	\$9.28	2.1%	\$0.9902	\$0.8817	\$1.0360	\$0.9003
28	600	\$263	\$317	\$580	\$250	\$266	\$517	\$273	\$333	\$607	\$261	\$266	\$528	\$27.05	4.7%	\$10.72	2.1%	\$0.9659	\$0.8615	\$1.0110	\$0.8794
29	700	\$294	\$370	\$664	\$282	\$311	\$593	\$307	\$389	\$695	\$294	\$311	\$605	\$31.22	4.7%	\$12.16	2.1%	\$0.9486	\$0.8471	\$0.9932	\$0.8645
30	800	\$326	\$422	\$748	\$314	\$355	\$669	\$340	\$444	\$784	\$327	\$355	\$683	\$35.39	4.7%	\$13.60	2.0%	\$0.9356	\$0.8363	\$0.9798	\$0.8533
31	900	\$358	\$475	\$833	\$345	\$400	\$745	\$373	\$500	\$872	\$360	\$400	\$760	\$39.56	4.8%	\$15.04	2.0%	\$0.9254	\$0.8279	\$0.9694	\$0.8446
32	1,000	\$389	\$528	\$917	\$377	\$444	\$821	\$406	\$555	\$961	\$394	\$444	\$838	\$43.74	4.8%	\$16.48	2.0%	\$0.9173	\$0.8212	\$0.9611	\$0.8376
33	1,250	\$469	\$660	\$1,128	\$456	\$555	\$1,011	\$489	\$694	\$1,183	\$476	\$555	\$1,031	\$54.17	4.8%	\$20.09	2.0%	\$0.9027	\$0.8090	\$0.9461	\$0.8251
34	1,500	\$548	\$792	\$1,340	\$535	\$666	\$1,201	\$571	\$833	\$1,404	\$559	\$666	\$1,225	\$64.60	4.8%	\$23.69	2.0%	\$0.8930	\$0.8010	\$0.9361	\$0.8168
35																					
36																					
37	Estimated Bill Percentiles																				
38	Winter - 25%	70	\$90	\$37	\$127				\$93	\$39	\$132				\$4.95	3.9%			\$1.8199		\$1.8906
39	Winter - 50%	200	\$136	\$106	\$242				\$141	\$111	\$252				\$10.35	4.3%			\$1.2090		\$1.2608
40	Winter - 75%	500	\$231	\$264	\$495				\$240	\$278	\$518				\$22.87	4.6%			\$0.9902		\$1.0360
41	Summer - 25%	0				\$57	\$0	\$57				\$60	\$0	\$60			\$2.09	3.6%	\$0.0000		\$0.0000
42	Summer - 50%	8				\$61	\$4	\$65				\$63	\$4	\$67			\$2.19	3.4%	\$8.0977		\$8.3720
43	Summer - 75%	45				\$75	\$20	\$95				\$78	\$20	\$97			\$2.72	2.9%	\$2.1062		\$2.1666

Estimated Bill Percentiles per 2010 MCS

Liberty Utilities (EnergyNorth Natural Gas) Corp.

COMPARATIVE MONTHLY BILLING UNDER PRESENT AND PROPOSED RATES
RATE G-42 : COMMERCIAL/INDUSTRIAL - MEDIUM ANNUAL USE, HIGH WINTER USE

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Present Rates	Winter	Summer	Proposed Rates	Winter	Summer
Cost of Gas	\$0.4724	\$0.3886	Cost of Gas	\$0.4997	\$0.3886
LDAC	\$0.0555	\$0.0555	LDAC	\$0.0555	\$0.0555
Customer charge	\$172.39		Customer charge	\$178.61	
Sales rate			Sales rate		
First Block Size	1000	400	First Block Size	1000	400
Block 1	\$0.4284	\$0.4284	Block 1	\$0.4409	\$0.4409
Block 2	\$0.2855	\$0.2855	Block 2	\$0.2988	\$0.2988

Use per Month (therms)	Monthly Bills at Present Rates						Monthly Bills at Proposed Rates						Change in Monthly Bill				Unit Costs				
	Winter			Summer			Winter			Summer			Winter		Summer		Current		Proposed		
	Base Rates	COG / LDAC	TOTAL	Base Rates	COG / LDAC	TOTAL	Base Rates	COG / LDAC	TOTAL	Base Rates	COG / LDAC	TOTAL	\$	%	\$	%	Winter	Summer	Winter	Summer	
0	\$172	\$0	\$172	\$172	\$0	\$172	\$179	\$0	\$179	\$179	\$0	\$179	\$6.22	3.6%	\$6.22	3.6%	\$0.0000	\$0.0000	\$0.0000	\$0.0000	
10	\$177	\$5	\$182	\$177	\$4	\$181	\$183	\$6	\$189	\$183	\$4	\$187	\$6.62	3.6%	\$6.34	3.5%	\$18.1953	\$18.1115	\$18.8571	\$18.7460	
25	\$183	\$13	\$196	\$183	\$11	\$194	\$190	\$14	\$204	\$190	\$11	\$201	\$7.22	3.7%	\$6.53	3.4%	\$7.8519	\$7.7681	\$8.1405	\$8.0294	
50	\$194	\$26	\$220	\$194	\$22	\$216	\$201	\$28	\$228	\$201	\$22	\$223	\$8.21	3.7%	\$6.85	3.2%	\$4.4041	\$4.3203	\$4.5683	\$4.4572	
75	\$205	\$40	\$244	\$205	\$33	\$238	\$212	\$42	\$253	\$212	\$33	\$245	\$9.21	3.8%	\$7.16	3.0%	\$3.2548	\$3.1710	\$3.3776	\$3.2665	
100	\$215	\$53	\$268	\$215	\$44	\$260	\$223	\$56	\$278	\$223	\$44	\$267	\$10.20	3.8%	\$7.47	2.9%	\$2.6802	\$2.5964	\$2.7822	\$2.6711	
150	\$237	\$79	\$316	\$237	\$67	\$303	\$245	\$83	\$328	\$245	\$67	\$311	\$12.19	3.9%	\$8.10	2.7%	\$2.1056	\$2.0218	\$2.1868	\$2.0757	
200	\$258	\$106	\$364	\$258	\$89	\$347	\$267	\$111	\$378	\$267	\$89	\$356	\$14.18	3.9%	\$8.72	2.5%	\$1.8183	\$1.7345	\$1.8892	\$1.7781	
250	\$279	\$132	\$411	\$279	\$111	\$391	\$289	\$139	\$428	\$289	\$111	\$400	\$16.17	3.9%	\$9.35	2.4%	\$1.6459	\$1.5621	\$1.7106	\$1.5994	
300	\$301	\$158	\$459	\$301	\$133	\$434	\$311	\$167	\$477	\$311	\$133	\$444	\$18.17	4.0%	\$9.97	2.3%	\$1.5309	\$1.4471	\$1.5915	\$1.4804	
350	\$322	\$185	\$507	\$322	\$155	\$478	\$333	\$194	\$527	\$333	\$155	\$488	\$20.16	4.0%	\$10.60	2.2%	\$1.4488	\$1.3650	\$1.5064	\$1.3953	
400	\$344	\$211	\$555	\$344	\$178	\$521	\$355	\$222	\$577	\$355	\$178	\$533	\$22.15	4.0%	\$11.22	2.2%	\$1.3873	\$1.3035	\$1.4426	\$1.3315	
500	\$387	\$264	\$651	\$372	\$222	\$594	\$399	\$278	\$677	\$385	\$222	\$607	\$26.13	4.0%	\$12.55	2.1%	\$1.3011	\$1.1887	\$1.3533	\$1.2138	
750	\$494	\$396	\$890	\$444	\$333	\$777	\$509	\$416	\$926	\$460	\$333	\$793	\$36.08	4.1%	\$15.87	2.0%	\$1.1862	\$1.0357	\$1.2343	\$1.0568	
1,000	\$601	\$528	\$1,129	\$515	\$444	\$959	\$620	\$555	\$1,175	\$534	\$444	\$978	\$46.04	4.1%	\$19.20	2.0%	\$1.1287	\$0.9592	\$1.1747	\$0.9783	
1,500	\$744	\$792	\$1,535	\$658	\$666	\$1,324	\$769	\$833	\$1,602	\$684	\$666	\$1,350	\$66.34	4.3%	\$25.84	2.0%	\$1.0236	\$0.8826	\$1.0678	\$0.8999	
2,000	\$886	\$1,056	\$1,942	\$801	\$888	\$1,689	\$918	\$1,110	\$2,029	\$833	\$888	\$1,721	\$86.64	4.5%	\$32.48	1.9%	\$0.9710	\$0.8444	\$1.0144	\$0.8606	
3,000	\$1,172	\$1,584	\$2,755	\$1,086	\$1,332	\$2,418	\$1,217	\$1,666	\$2,883	\$1,132	\$1,332	\$2,464	\$127.24	4.6%	\$45.77	1.9%	\$0.9185	\$0.8061	\$0.9609	\$0.8214	
4,000	\$1,457	\$2,112	\$3,569	\$1,372	\$1,776	\$3,148	\$1,516	\$2,221	\$3,737	\$1,431	\$1,776	\$3,207	\$167.84	4.7%	\$59.06	1.9%	\$0.8922	\$0.7870	\$0.9342	\$0.8018	
5,000	\$1,743	\$2,640	\$4,382	\$1,657	\$2,221	\$3,878	\$1,815	\$2,776	\$4,591	\$1,729	\$2,221	\$3,950	\$208.44	4.8%	\$72.35	1.9%	\$0.8765	\$0.7755	\$0.9181	\$0.7900	
centiles																					
1,300	\$686	\$686	\$1,373				\$709	\$722	\$1,431				\$58.22	4.2%			\$1.0559		\$1.1007		
2,000	\$886	\$1,056	\$1,942				\$918	\$1,110	\$2,029				\$86.64	4.5%			\$0.9710		\$1.0144		
3,500	\$1,315	\$1,848	\$3,162				\$1,366	\$1,943	\$3,310				\$147.54	4.7%			\$0.9035		\$0.9456		
45				\$192	\$20	\$212				\$198	\$20	\$218			\$6.78	3.2%		\$4.7034		\$4.8541	
350				\$322	\$155	\$478				\$333	\$155	\$488			\$10.60	2.2%		\$1.3650		\$1.3953	
750				\$444	\$333	\$777				\$460	\$333	\$793			\$15.87	2.0%		\$1.0357		\$1.0568	

Estimated Bill Percentiles per 2010 MCS

Liberty Utilities (EnergyNorth Natural Gas) Corp.

COMPARATIVE MONTHLY BILLING UNDER PRESENT AND PROPOSED RATES
RATE G-43 : COMMERCIAL/INDUSTRIAL - HIGH ANNUAL USE, HIGH WINTER USE

Line

1	Present Rates	Winter	Summer	Proposed Rates	Winter	Summer
2	Cost of Gas	\$0.4724	\$0.3886	Cost of Gas	\$0.4997	\$0.3886
3	LDAC	\$0.0555	\$0.0555	LDAC	\$0.0555	\$0.0555
4						
5	Customer charge	\$739.83		Customer charge	\$765.51	
6	Sales rate			Sales rate		
7	First Block Size			First Block Size		
8	Block 1	\$0.2633	\$0.1204	Block 1	\$0.2717	\$0.1295
9	Block 2	\$0.2633	\$0.1204	Block 2	\$0.2717	\$0.1295

Line	Use per Month (therms)	Monthly Bills at Present Rates						Monthly Bills at Proposed Rates						Change in Monthly Bill				Unit Costs			
		Winter			Summer			Winter			Summer			Winter		Summer		Current		Proposed	
		Base Rates	COG / LDAC	TOTAL	Base Rates	COG / LDAC	TOTAL	Base Rates	COG / LDAC	TOTAL	Base Rates	COG / LDAC	TOTAL	\$	%	\$	%	Winter	Summer	Winter	Summer
15	200	\$792	\$106	\$898	\$764	\$89	\$853	\$820	\$111	\$931	\$791	\$89	\$880	\$32.82	3.7%	\$27.50	3.2%	\$4.4904	\$4.2637	\$4.6544	\$4.4011
16	500	\$871	\$264	\$1,135	\$800	\$222	\$1,022	\$901	\$278	\$1,179	\$830	\$222	\$1,052	\$43.53	3.8%	\$30.23	3.0%	\$2.2709	\$2.0442	\$2.3579	\$2.1046
17	1,000	\$1,003	\$528	\$1,531	\$860	\$444	\$1,304	\$1,037	\$555	\$1,592	\$895	\$444	\$1,339	\$61.38	4.0%	\$34.79	2.7%	\$1.5310	\$1.3043	\$1.5924	\$1.3391
18	1,250	\$1,069	\$660	\$1,729	\$890	\$555	\$1,445	\$1,105	\$694	\$1,799	\$927	\$555	\$1,483	\$70.31	4.1%	\$37.06	2.6%	\$1.3831	\$1.1564	\$1.4393	\$1.1860
19	1,500	\$1,135	\$792	\$1,927	\$920	\$666	\$1,587	\$1,173	\$833	\$2,006	\$960	\$666	\$1,626	\$79.24	4.1%	\$39.34	2.5%	\$1.2844	\$1.0577	\$1.3372	\$1.0839
20	1,750	\$1,201	\$924	\$2,124	\$951	\$777	\$1,728	\$1,241	\$972	\$2,213	\$992	\$777	\$1,769	\$88.16	4.1%	\$41.62	2.4%	\$1.2140	\$0.9873	\$1.2643	\$1.0110
21	2,000	\$1,266	\$1,056	\$2,322	\$981	\$888	\$1,869	\$1,309	\$1,110	\$2,419	\$1,025	\$888	\$1,913	\$97.09	4.2%	\$43.90	2.3%	\$1.1611	\$0.9344	\$1.2097	\$0.9564
22	2,500	\$1,398	\$1,320	\$2,718	\$1,041	\$1,110	\$2,151	\$1,445	\$1,388	\$2,833	\$1,089	\$1,110	\$2,200	\$114.94	4.2%	\$48.45	2.3%	\$1.0871	\$0.8604	\$1.1331	\$0.8798
23	3,000	\$1,530	\$1,584	\$3,113	\$1,101	\$1,332	\$2,433	\$1,581	\$1,666	\$3,246	\$1,154	\$1,332	\$2,486	\$132.79	4.3%	\$53.01	2.2%	\$1.0378	\$0.8111	\$1.0821	\$0.8288
24	3,500	\$1,661	\$1,848	\$3,509	\$1,161	\$1,554	\$2,716	\$1,716	\$1,943	\$3,660	\$1,219	\$1,554	\$2,773	\$150.65	4.3%	\$57.56	2.1%	\$1.0026	\$0.7759	\$1.0456	\$0.7923
25	4,000	\$1,793	\$2,112	\$3,905	\$1,221	\$1,776	\$2,998	\$1,852	\$2,221	\$4,073	\$1,284	\$1,776	\$3,060	\$168.50	4.3%	\$62.12	2.1%	\$0.9762	\$0.7495	\$1.0183	\$0.7650
26	4,500	\$1,925	\$2,376	\$4,300	\$1,282	\$1,998	\$3,280	\$1,988	\$2,498	\$4,487	\$1,348	\$1,998	\$3,347	\$186.35	4.3%	\$66.67	2.0%	\$0.9556	\$0.7289	\$0.9970	\$0.7437
27	5,000	\$2,056	\$2,640	\$4,696	\$1,342	\$2,221	\$3,562	\$2,124	\$2,776	\$4,900	\$1,413	\$2,221	\$3,634	\$204.20	4.3%	\$71.23	2.0%	\$0.9392	\$0.7125	\$0.9800	\$0.7267
28	6,000	\$2,320	\$3,167	\$5,487	\$1,462	\$2,665	\$4,127	\$2,396	\$3,331	\$5,727	\$1,543	\$2,665	\$4,207	\$239.91	4.4%	\$80.34	1.9%	\$0.9145	\$0.6878	\$0.9545	\$0.7012
29	7,000	\$2,583	\$3,695	\$6,278	\$1,583	\$3,109	\$4,691	\$2,667	\$3,886	\$6,554	\$1,672	\$3,109	\$4,781	\$275.61	4.4%	\$89.45	1.9%	\$0.8969	\$0.6702	\$0.9363	\$0.6830
30	8,000	\$2,846	\$4,223	\$7,069	\$1,703	\$3,553	\$5,256	\$2,939	\$4,442	\$7,381	\$1,802	\$3,553	\$5,354	\$311.32	4.4%	\$98.55	1.9%	\$0.8837	\$0.6570	\$0.9226	\$0.6693
31	9,000	\$3,110	\$4,751	\$7,861	\$1,823	\$3,997	\$5,820	\$3,211	\$4,997	\$8,208	\$1,931	\$3,997	\$5,928	\$347.02	4.4%	\$107.66	1.8%	\$0.8734	\$0.6467	\$0.9120	\$0.6587
32	10,000	\$3,373	\$5,279	\$8,652	\$1,944	\$4,441	\$6,385	\$3,482	\$5,552	\$9,035	\$2,061	\$4,441	\$6,502	\$382.73	4.4%	\$116.77	1.8%	\$0.8652	\$0.6385	\$0.9035	\$0.6502
33	15,000	\$4,689	\$7,919	\$12,608	\$2,546	\$6,662	\$9,207	\$4,841	\$8,328	\$13,169	\$2,708	\$6,662	\$9,370	\$561.25	4.5%	\$162.32	1.8%	\$0.8405	\$0.6138	\$0.8779	\$0.6246
34	20,000	\$6,006	\$10,558	\$16,564	\$3,148	\$8,882	\$12,030	\$6,199	\$11,104	\$17,304	\$3,356	\$8,882	\$12,238	\$739.78	4.5%	\$207.87	1.7%	\$0.8282	\$0.6015	\$0.8652	\$0.6119
35																					
36																					
37	Estimated Bill Percentiles																				
38	Winter - 25%	9,000	\$3,110	\$4,751	\$7,861				\$3,211	\$4,997	\$8,208				\$347.02	4.4%			\$0.8734		\$0.9120
39	Winter - 50%	15,000	\$4,689	\$7,919	\$12,608				\$4,841	\$8,328	\$13,169				\$561.25	4.5%			\$0.8405		\$0.8779
40	Winter - 75%	25,000	\$7,322	\$13,198	\$20,520				\$7,558	\$13,880	\$21,438				\$918.30	4.5%			\$0.8208		\$0.8575
41	Summer - 25%	450				\$794	\$200	\$994				\$824	\$200	\$1,024		\$29.78	3.0%		\$2.2086		\$2.2747
42	Summer - 50%	3,500				\$1,161	\$1,554	\$2,716				\$1,219	\$1,554	\$2,773		\$57.56	2.1%		\$0.7759		\$0.7923
43	Summer - 75%	10,000				\$1,944	\$4,441	\$6,385				\$2,061	\$4,441	\$6,502		\$116.77	1.8%		\$0.6385		\$0.6502

Estimated Bill Percentiles per 2010 MCS

Liberty Utilities (EnergyNorth Natural Gas) Corp.

COMPARATIVE MONTHLY BILLING UNDER PRESENT AND PROPOSED RATES
RATE G-51 : COMMERCIAL/INDUSTRIAL - LOW ANNUAL USE, LOW WINTER USE

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Present Rates			Winter	Summer	Proposed Rates			Winter	Summer
Cost of Gas			\$0.4792	\$0.3999	Cost of Gas			\$0.5065	\$0.3999
LDAC			\$0.0555	\$0.0555	LDAC			\$0.0555	\$0.0555
Customer charge			\$57.46		Customer charge			\$59.57	
Sales rate					Sales rate				
First Block Size			100		First Block Size			100	
Block 1			\$0.2839	\$0.2839	Block 1			\$0.2920	\$0.2920
Block 2			\$0.1846	\$0.1846	Block 2			\$0.1934	\$0.1934

Use per Month (therms)	Monthly Bills at Present Rates						Monthly Bills at Proposed Rates						Change in Monthly Bill				Unit Costs			
	Winter			Summer			Winter			Summer			Winter		Summer		Current		Proposed	
	Base Rates	COG / LDAC	TOTAL	Base Rates	COG / LDAC	TOTAL	Base Rates	COG / LDAC	TOTAL	Base Rates	COG / LDAC	TOTAL	\$	%	\$	%	Winter	Summer	Winter	Summer
0	\$57	\$0	\$57	\$57	\$0	\$57	\$60	\$0	\$60	\$60	\$0	\$60	\$2.11	3.7%	\$2.11	3.7%	\$0.0000	\$0.0000	\$0.0000	\$0.0000
10	\$60	\$5	\$66	\$60	\$5	\$65	\$62	\$6	\$68	\$62	\$5	\$67	\$2.46	3.8%	\$2.19	3.4%	\$6.5646	\$6.4853	\$6.8109	\$6.7043
25	\$65	\$13	\$78	\$65	\$11	\$76	\$67	\$14	\$81	\$67	\$11	\$78	\$2.99	3.8%	\$2.31	3.0%	\$3.1170	\$3.0377	\$3.2368	\$3.1302
50	\$72	\$27	\$98	\$72	\$23	\$94	\$74	\$28	\$102	\$74	\$23	\$97	\$3.88	3.9%	\$2.51	2.7%	\$1.9678	\$1.8885	\$2.0454	\$1.9388
75	\$79	\$40	\$119	\$79	\$34	\$113	\$81	\$42	\$124	\$81	\$34	\$116	\$4.76	4.0%	\$2.72	2.4%	\$1.5847	\$1.5054	\$1.6482	\$1.5416
100	\$86	\$53	\$139	\$86	\$46	\$131	\$89	\$56	\$145	\$89	\$46	\$134	\$5.65	4.1%	\$2.92	2.2%	\$1.3932	\$1.3139	\$1.4497	\$1.3431
150	\$95	\$80	\$175	\$95	\$68	\$163	\$98	\$84	\$183	\$98	\$68	\$167	\$7.45	4.3%	\$3.36	2.1%	\$1.1686	\$1.0893	\$1.2183	\$1.1116
200	\$104	\$107	\$211	\$104	\$91	\$195	\$108	\$112	\$221	\$108	\$91	\$199	\$9.26	4.4%	\$3.79	1.9%	\$1.0563	\$0.9770	\$1.1025	\$0.9959
250	\$114	\$134	\$247	\$114	\$114	\$227	\$118	\$141	\$258	\$118	\$114	\$232	\$11.06	4.5%	\$4.23	1.9%	\$0.9889	\$0.9096	\$1.0331	\$0.9265
300	\$123	\$160	\$283	\$123	\$137	\$259	\$127	\$169	\$296	\$127	\$137	\$264	\$12.87	4.5%	\$4.67	1.8%	\$0.9439	\$0.8646	\$0.9868	\$0.8802
350	\$132	\$187	\$319	\$132	\$159	\$291	\$137	\$197	\$334	\$137	\$159	\$297	\$14.67	4.6%	\$5.11	1.8%	\$0.9118	\$0.8325	\$0.9538	\$0.8471
400	\$141	\$214	\$355	\$141	\$182	\$323	\$147	\$225	\$372	\$147	\$182	\$329	\$16.47	4.6%	\$5.55	1.7%	\$0.8878	\$0.8085	\$0.9290	\$0.8223
500	\$160	\$267	\$427	\$160	\$228	\$387	\$166	\$281	\$447	\$166	\$228	\$394	\$20.08	4.7%	\$6.43	1.7%	\$0.8541	\$0.7748	\$0.8942	\$0.7876
600	\$178	\$321	\$499	\$178	\$273	\$451	\$185	\$337	\$523	\$185	\$273	\$459	\$23.69	4.7%	\$7.30	1.6%	\$0.8316	\$0.7523	\$0.8711	\$0.7645
700	\$197	\$374	\$571	\$197	\$319	\$515	\$205	\$393	\$598	\$205	\$319	\$524	\$27.30	4.8%	\$8.18	1.6%	\$0.8156	\$0.7363	\$0.8546	\$0.7480
800	\$215	\$428	\$643	\$215	\$364	\$579	\$224	\$450	\$674	\$224	\$364	\$588	\$30.91	4.8%	\$9.06	1.6%	\$0.8035	\$0.7242	\$0.8422	\$0.7356
900	\$234	\$481	\$715	\$234	\$410	\$643	\$243	\$506	\$749	\$243	\$410	\$653	\$34.52	4.8%	\$9.94	1.5%	\$0.7942	\$0.7149	\$0.8325	\$0.7259
1,000	\$252	\$535	\$787	\$252	\$455	\$707	\$263	\$562	\$825	\$263	\$455	\$718	\$38.13	4.8%	\$10.81	1.5%	\$0.7867	\$0.7074	\$0.8248	\$0.7182
1,250	\$298	\$668	\$967	\$298	\$569	\$867	\$311	\$703	\$1,014	\$311	\$569	\$880	\$47.15	4.9%	\$13.01	1.5%	\$0.7732	\$0.6939	\$0.8109	\$0.7043
1,500	\$344	\$802	\$1,146	\$344	\$683	\$1,027	\$359	\$843	\$1,203	\$359	\$683	\$1,043	\$56.17	4.9%	\$15.20	1.5%	\$0.7642	\$0.6849	\$0.8017	\$0.6951

37 Estimated Bill Percentiles

38	Winter - 25%	45	\$70	\$24	\$94				\$73	\$25	\$98				\$3.70	3.9%			\$2.0955		\$2.1778	
39	Winter - 50%	175	\$100	\$94	\$193				\$103	\$98	\$202				\$8.35	4.3%			\$1.1044		\$1.1521	
40	Winter - 75%	450	\$150	\$241	\$391				\$156	\$253	\$409				\$18.28	4.7%			\$0.8691		\$0.9097	
41	Summer - 25%	6				\$59	\$3	\$62				\$61	\$3	\$64			\$2.16	3.5%		\$10.3160		\$10.6756
42	Summer - 50%	60				\$74	\$27	\$102				\$77	\$27	\$104			\$2.59	2.5%		\$1.6970		\$1.7402
43	Summer - 75%	250				\$114	\$114	\$227				\$118	\$114	\$232			\$4.23	1.9%		\$0.9096		\$0.9265

Estimated Bill Percentiles per 2010 MCS

Liberty Utilities (EnergyNorth Natural Gas) Corp.

COMPARATIVE MONTHLY BILLING UNDER PRESENT AND PROPOSED RATES
RATE G-52 : COMMERCIAL/INDUSTRIAL - MEDIUM ANNUAL USE, LOW WINTER USE

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Present Rates			Proposed Rates		
	Winter	Summer		Winter	Summer
Cost of Gas	\$0.4792	\$0.3999	Cost of Gas	\$0.5065	\$0.3999
LDAC	\$0.0555	\$0.0555	LDAC	\$0.0555	\$0.0555
Customer charge			Customer charge		
\$172.39			\$178.49		
Sales rate			Sales rate		
First Block Size			First Block Size		
1000			1000		
Block 1	\$0.2439	\$0.1767	Block 1	\$0.2515	\$0.1846
Block 2	\$0.1624	\$0.1004	Block 2	\$0.1704	\$0.1087

Use per Month (therms)	Monthly Bills at Present Rates						Monthly Bills at Proposed Rates						Change in Monthly Bill				Unit Costs			
	Winter			Summer			Winter			Summer			Winter		Summer		Current		Proposed	
	Base Rates	COG / LDAC	TOTAL	Base Rates	COG / LDAC	TOTAL	Base Rates	COG / LDAC	TOTAL	Base Rates	COG / LDAC	TOTAL	\$	%	\$	%	Winter	Summer	Winter	Summer
200	\$221	\$107	\$328	\$208	\$91	\$299	\$229	\$112	\$341	\$215	\$91	\$307	\$13.10	4.0%	\$7.69	2.6%	\$1.6406	\$1.4941	\$1.7060	\$1.5325
300	\$246	\$160	\$406	\$225	\$137	\$362	\$254	\$169	\$423	\$234	\$137	\$371	\$16.59	4.1%	\$8.49	2.3%	\$1.3532	\$1.2067	\$1.4085	\$1.2350
400	\$270	\$214	\$484	\$243	\$182	\$425	\$279	\$225	\$504	\$252	\$182	\$435	\$20.09	4.2%	\$9.28	2.2%	\$1.2096	\$1.0631	\$1.2598	\$1.0863
500	\$294	\$267	\$562	\$261	\$228	\$488	\$304	\$281	\$585	\$271	\$228	\$499	\$23.58	4.2%	\$10.07	2.1%	\$1.1234	\$0.9769	\$1.1705	\$0.9970
600	\$319	\$321	\$640	\$278	\$273	\$552	\$329	\$337	\$667	\$289	\$273	\$563	\$27.08	4.2%	\$10.87	2.0%	\$1.0659	\$0.9194	\$1.1110	\$0.9375
700	\$343	\$374	\$717	\$296	\$319	\$615	\$355	\$393	\$748	\$308	\$319	\$627	\$30.57	4.3%	\$11.66	1.9%	\$1.0249	\$0.8784	\$1.0685	\$0.8950
800	\$368	\$428	\$795	\$314	\$364	\$678	\$380	\$450	\$829	\$326	\$364	\$691	\$34.07	4.3%	\$12.45	1.8%	\$0.9941	\$0.8476	\$1.0367	\$0.8632
900	\$392	\$481	\$873	\$331	\$410	\$741	\$405	\$506	\$911	\$345	\$410	\$755	\$37.56	4.3%	\$13.25	1.8%	\$0.9701	\$0.8236	\$1.0119	\$0.8384
1,000	\$416	\$535	\$951	\$349	\$455	\$804	\$430	\$562	\$992	\$363	\$455	\$819	\$41.06	4.3%	\$14.04	1.7%	\$0.9510	\$0.8045	\$0.9921	\$0.8185
1,100	\$433	\$588	\$1,021	\$359	\$501	\$860	\$447	\$618	\$1,065	\$374	\$501	\$875	\$44.59	4.4%	\$14.87	1.7%	\$0.9279	\$0.7819	\$0.9684	\$0.7954
1,200	\$449	\$642	\$1,090	\$369	\$546	\$916	\$464	\$674	\$1,139	\$385	\$546	\$931	\$48.12	4.4%	\$15.69	1.7%	\$0.9087	\$0.7630	\$0.9488	\$0.7761
1,300	\$465	\$695	\$1,160	\$379	\$592	\$971	\$481	\$731	\$1,212	\$396	\$592	\$988	\$51.65	4.5%	\$16.52	1.7%	\$0.8924	\$0.7471	\$0.9321	\$0.7598
1,400	\$481	\$749	\$1,230	\$389	\$638	\$1,027	\$498	\$787	\$1,285	\$407	\$638	\$1,044	\$55.18	4.5%	\$17.35	1.7%	\$0.8785	\$0.7334	\$0.9179	\$0.7458
1,500	\$497	\$802	\$1,300	\$399	\$683	\$1,082	\$515	\$843	\$1,358	\$417	\$683	\$1,101	\$58.71	4.5%	\$18.17	1.7%	\$0.8664	\$0.7216	\$0.9055	\$0.7337
1,750	\$538	\$936	\$1,474	\$424	\$797	\$1,221	\$558	\$984	\$1,541	\$445	\$797	\$1,242	\$67.54	4.6%	\$20.24	1.7%	\$0.8422	\$0.6979	\$0.8808	\$0.7095
2,000	\$579	\$1,069	\$1,648	\$449	\$911	\$1,360	\$600	\$1,124	\$1,724	\$472	\$911	\$1,383	\$76.37	4.6%	\$22.31	1.6%	\$0.8240	\$0.6801	\$0.8622	\$0.6913
2,500	\$660	\$1,337	\$1,997	\$500	\$1,139	\$1,638	\$686	\$1,405	\$2,091	\$526	\$1,139	\$1,665	\$94.02	4.7%	\$26.44	1.6%	\$0.7987	\$0.6553	\$0.8363	\$0.6659
3,000	\$741	\$1,604	\$2,345	\$550	\$1,366	\$1,916	\$771	\$1,686	\$2,457	\$580	\$1,366	\$1,947	\$111.68	4.8%	\$30.57	1.6%	\$0.7817	\$0.6387	\$0.8190	\$0.6489
4,000	\$903	\$2,139	\$3,042	\$650	\$1,822	\$2,472	\$941	\$2,248	\$3,189	\$689	\$1,822	\$2,511	\$146.99	4.8%	\$38.84	1.6%	\$0.7606	\$0.6180	\$0.7973	\$0.6277
5,000	\$1,066	\$2,674	\$3,739	\$751	\$2,277	\$3,028	\$1,112	\$2,810	\$3,922	\$798	\$2,277	\$3,075	\$182.30	4.9%	\$47.11	1.6%	\$0.7479	\$0.6055	\$0.7843	\$0.6150
centiles																				
1,040	\$423	\$556	\$979				\$437	\$584	\$1,021				\$42.47	4.3%			\$0.9412		\$0.9821	
2,000	\$579	\$1,069	\$1,648				\$600	\$1,124	\$1,724				\$76.37	4.6%			\$0.8240		\$0.8622	
3,500	\$822	\$1,871	\$2,694				\$856	\$1,967	\$2,823				\$129.33	4.8%			\$0.7696		\$0.8066	
700				\$296	\$319	\$615				\$308	\$319	\$627			\$11.66	1.9%		\$0.8784		\$0.8950
1,040				\$353	\$474	\$827				\$367	\$474	\$841			\$14.37	1.7%		\$0.7949		\$0.8087
2,000				\$449	\$911	\$1,360				\$472	\$911	\$1,383			\$22.31	1.6%		\$0.6801		\$0.6913

Estimated Bill Percentiles per 2010 MCS

Liberty Utilities (EnergyNorth Natural Gas) Corp.

COMPARATIVE MONTHLY BILLING UNDER PRESENT AND PROPOSED RATES
RATE G-53 : COMMERCIAL/INDUSTRIAL - HIGH ANNUAL USE, LOAD FACTOR LESS THAN 90%

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Present Rates			Winter	Summer	Proposed Rates			Winter	Summer
Cost of Gas			\$0.4792	\$0.3999	Cost of Gas			\$0.5065	\$0.3999
LDAC			\$0.0555	\$0.0555	LDAC			\$0.0555	\$0.0555
Customer charge			\$761.39		Customer charge			\$788.87	
Sales rate					Sales rate				
First Block Size					First Block Size				
Block 1			\$0.1705	\$0.0818	Block 1			\$0.1758	\$0.0875
Block 2			\$0.1705	\$0.0818	Block 2			\$0.1758	\$0.0875

Use per Month (therms)	Monthly Bills at Present Rates						Monthly Bills at Proposed Rates						Change in Monthly Bill				Unit Costs			
	Winter			Summer			Winter			Summer			Winter		Summer		Current		Proposed	
	Base Rates	COG / LDAC	TOTAL	Base Rates	COG / LDAC	TOTAL	Base Rates	COG / LDAC	TOTAL	Base Rates	COG / LDAC	TOTAL	\$	%	\$	%	Winter	Summer	Winter	Summer
1,000	\$932	\$535	\$1,467	\$843	\$455	\$1,299	\$965	\$562	\$1,527	\$876	\$455	\$1,332	\$60.13	4.1%	\$33.21	2.6%	\$1.4666	\$1.2986	\$1.5267	\$1.3318
2,500	\$1,188	\$1,337	\$2,524	\$966	\$1,139	\$2,104	\$1,228	\$1,405	\$2,633	\$1,008	\$1,139	\$2,146	\$109.09	4.3%	\$41.79	2.0%	\$1.0098	\$0.8418	\$1.0534	\$0.8585
5,000	\$1,614	\$2,674	\$4,287	\$1,170	\$2,277	\$3,447	\$1,668	\$2,810	\$4,478	\$1,226	\$2,277	\$3,503	\$190.70	4.4%	\$56.10	1.6%	\$0.8575	\$0.6895	\$0.8956	\$0.7007
7,500	\$2,040	\$4,010	\$6,050	\$1,375	\$3,416	\$4,790	\$2,108	\$4,215	\$6,323	\$1,445	\$3,416	\$4,861	\$272.31	4.5%	\$70.41	1.5%	\$0.8067	\$0.6387	\$0.8430	\$0.6481
10,000	\$2,466	\$5,347	\$7,813	\$1,579	\$4,554	\$6,133	\$2,547	\$5,620	\$8,167	\$1,664	\$4,554	\$6,218	\$353.91	4.5%	\$84.71	1.4%	\$0.7813	\$0.6133	\$0.8167	\$0.6218
12,500	\$2,893	\$6,684	\$9,576	\$1,784	\$5,693	\$7,476	\$2,987	\$7,025	\$10,012	\$1,883	\$5,693	\$7,575	\$435.52	4.5%	\$99.02	1.3%	\$0.7661	\$0.5981	\$0.8010	\$0.6060
15,000	\$3,319	\$8,021	\$11,339	\$1,988	\$6,831	\$8,819	\$3,426	\$8,430	\$11,857	\$2,102	\$6,831	\$8,933	\$517.13	4.6%	\$113.33	1.3%	\$0.7560	\$0.5880	\$0.7904	\$0.5955
20,000	\$4,171	\$10,694	\$14,865	\$2,397	\$9,108	\$11,505	\$4,305	\$11,240	\$15,546	\$2,539	\$9,108	\$11,647	\$680.35	4.6%	\$141.95	1.2%	\$0.7433	\$0.5753	\$0.7773	\$0.5824
25,000	\$5,024	\$13,368	\$18,391	\$2,806	\$11,385	\$14,191	\$5,185	\$14,050	\$19,235	\$2,977	\$11,385	\$14,362	\$843.56	4.6%	\$170.56	1.2%	\$0.7357	\$0.5677	\$0.7694	\$0.5745
30,000	\$5,876	\$16,041	\$21,917	\$3,215	\$13,662	\$16,877	\$6,064	\$16,860	\$22,924	\$3,415	\$13,662	\$17,077	\$1,006.78	4.6%	\$199.18	1.2%	\$0.7306	\$0.5626	\$0.7641	\$0.5692
35,000	\$6,729	\$18,715	\$25,443	\$3,624	\$15,939	\$19,563	\$6,943	\$19,670	\$26,613	\$3,852	\$15,939	\$19,791	\$1,170.00	4.6%	\$227.79	1.2%	\$0.7270	\$0.5590	\$0.7604	\$0.5655
40,000	\$7,581	\$21,388	\$28,969	\$4,033	\$18,216	\$22,249	\$7,822	\$22,480	\$30,303	\$4,290	\$18,216	\$22,506	\$1,333.21	4.6%	\$256.41	1.2%	\$0.7242	\$0.5562	\$0.7576	\$0.5626
45,000	\$8,434	\$24,062	\$32,495	\$4,442	\$20,493	\$24,935	\$8,701	\$25,291	\$33,992	\$4,727	\$20,493	\$25,220	\$1,496.43	4.6%	\$285.03	1.1%	\$0.7221	\$0.5541	\$0.7554	\$0.5605
50,000	\$9,286	\$26,735	\$36,021	\$4,851	\$22,770	\$27,621	\$9,580	\$28,101	\$37,681	\$5,165	\$22,770	\$27,935	\$1,659.65	4.6%	\$313.64	1.1%	\$0.7204	\$0.5524	\$0.7536	\$0.5587
55,000	\$10,139	\$29,409	\$39,547	\$5,260	\$25,047	\$30,307	\$10,460	\$30,911	\$41,370	\$5,603	\$25,047	\$30,650	\$1,822.86	4.6%	\$342.26	1.1%	\$0.7190	\$0.5510	\$0.7522	\$0.5573
60,000	\$10,991	\$32,082	\$43,073	\$5,669	\$27,324	\$32,993	\$11,339	\$33,721	\$45,059	\$6,040	\$27,324	\$33,364	\$1,986.08	4.6%	\$370.88	1.1%	\$0.7179	\$0.5499	\$0.7510	\$0.5561
75,000	\$13,549	\$40,103	\$53,651	\$6,896	\$34,155	\$41,051	\$13,976	\$42,151	\$56,127	\$7,353	\$34,155	\$41,508	\$2,475.73	4.6%	\$456.72	1.1%	\$0.7154	\$0.5474	\$0.7484	\$0.5534
100,000	\$17,811	\$53,470	\$71,281	\$8,941	\$45,540	\$54,481	\$18,372	\$56,201	\$74,573	\$9,541	\$45,540	\$55,081	\$3,291.81	4.6%	\$599.80	1.1%	\$0.7128	\$0.5448	\$0.7457	\$0.5508
150,000	\$26,336	\$80,205	\$106,541	\$13,031	\$68,310	\$81,341	\$27,164	\$84,302	\$111,465	\$13,917	\$68,310	\$82,227	\$4,923.97	4.6%	\$885.97	1.1%	\$0.7103	\$0.5423	\$0.7431	\$0.5482
200,000	\$34,861	\$106,940	\$141,801	\$17,121	\$91,080	\$108,201	\$35,955	\$112,402	\$148,358	\$18,294	\$91,080	\$109,374	\$6,556.14	4.6%	\$1,172.13	1.1%	\$0.7090	\$0.5410	\$0.7418	\$0.5469
Percentiles																				
10,000	\$2,466	\$5,347	\$7,813				\$2,547	\$5,620	\$8,167				\$353.91	4.5%			\$0.7813		\$0.8167	
15,000	\$3,319	\$8,021	\$11,339				\$3,426	\$8,430	\$11,857				\$517.13	4.6%			\$0.7560		\$0.7904	
30,000	\$5,876	\$16,041	\$21,917				\$6,064	\$16,860	\$22,924				\$1,006.78	4.6%			\$0.7306		\$0.7641	
5,000				\$1,170	\$2,277	\$3,447				\$1,226	\$2,277	\$3,503			\$56.10	1.6%		\$0.6895		\$0.7007
15,000				\$1,988	\$6,831	\$8,819				\$2,102	\$6,831	\$8,933			\$113.33	1.3%		\$0.5880		\$0.5955
20,000				\$2,397	\$9,108	\$11,505				\$2,539	\$9,108	\$11,647			\$141.95	1.2%		\$0.5753		\$0.5824

Estimated Bill Percentiles per 2010 MCS

Liberty Utilities (EnergyNorth Natural Gas) Corp.

COMPARATIVE MONTHLY BILLING UNDER PRESENT AND PROPOSED RATES
RATE G-54 : COMMERCIAL/INDUSTRIAL - HIGH ANNUAL USE, LOAD FACTOR GREATER THAN 90%

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Present Rates	Winter	Summer	Proposed Rates	Winter	Summer
Cost of Gas	\$0.4792	\$0.3999	Cost of Gas	\$0.5065	\$0.3999
LDAC	\$0.0555	\$0.0555	LDAC	\$0.0555	\$0.0555
Customer charge	\$761.39		Customer charge	\$788.87	
Sales rate			Sales rate		
First Block Size			First Block Size		
Block 1	\$0.0650	\$0.0353	Block 1	\$0.0670	\$0.0374
Block 2	\$0.0650	\$0.0353	Block 2	\$0.0670	\$0.0374

Use per Month (therms)	Monthly Bills at Present Rates						Monthly Bills at Proposed Rates						Change in Monthly Bill				Unit Costs			
	Winter			Summer			Winter			Summer			Winter		Summer		Current		Proposed	
	Base Rates	COG / LDAC	TOTAL	Base Rates	COG / LDAC	TOTAL	Base Rates	COG / LDAC	TOTAL	Base Rates	COG / LDAC	TOTAL	\$	%	\$	%	Winter	Summer	Winter	Summer
1,000	\$826	\$535	\$1,361	\$797	\$455	\$1,252	\$856	\$562	\$1,418	\$826	\$455	\$1,282	\$56.82	4.2%	\$29.62	2.4%	\$1.3611	\$1.2521	\$1.4179	\$1.2817
2,500	\$924	\$1,337	\$2,261	\$850	\$1,139	\$1,988	\$956	\$1,405	\$2,361	\$882	\$1,139	\$2,021	\$100.83	4.5%	\$32.82	1.7%	\$0.9043	\$0.7953	\$0.9446	\$0.8084
5,000	\$1,086	\$2,674	\$3,760	\$938	\$2,277	\$3,215	\$1,124	\$2,810	\$3,934	\$976	\$2,277	\$3,253	\$174.19	4.6%	\$38.16	1.2%	\$0.7520	\$0.6430	\$0.7868	\$0.6506
7,500	\$1,249	\$4,010	\$5,259	\$1,026	\$3,416	\$4,442	\$1,292	\$4,215	\$5,507	\$1,070	\$3,416	\$4,485	\$247.54	4.7%	\$43.50	1.0%	\$0.7012	\$0.5922	\$0.7342	\$0.5980
10,000	\$1,411	\$5,347	\$6,758	\$1,114	\$4,554	\$5,668	\$1,459	\$5,620	\$7,079	\$1,163	\$4,554	\$5,717	\$320.89	4.7%	\$48.84	0.9%	\$0.6758	\$0.5668	\$0.7079	\$0.5717
12,500	\$1,574	\$6,684	\$8,258	\$1,203	\$5,693	\$6,895	\$1,627	\$7,025	\$8,652	\$1,257	\$5,693	\$6,949	\$394.24	4.8%	\$54.18	0.8%	\$0.6606	\$0.5516	\$0.6922	\$0.5559
15,000	\$1,736	\$8,021	\$9,757	\$1,291	\$6,831	\$8,122	\$1,794	\$8,430	\$10,224	\$1,350	\$6,831	\$8,181	\$467.59	4.8%	\$59.52	0.7%	\$0.6505	\$0.5415	\$0.6816	\$0.5454
20,000	\$2,061	\$10,694	\$12,755	\$1,467	\$9,108	\$10,575	\$2,129	\$11,240	\$13,370	\$1,538	\$9,108	\$10,646	\$614.29	4.8%	\$70.20	0.7%	\$0.6378	\$0.5288	\$0.6685	\$0.5323
25,000	\$2,386	\$13,368	\$15,754	\$1,644	\$11,385	\$13,029	\$2,465	\$14,050	\$16,515	\$1,725	\$11,385	\$13,110	\$761.00	4.8%	\$80.88	0.6%	\$0.6302	\$0.5212	\$0.6606	\$0.5244
30,000	\$2,711	\$16,041	\$18,752	\$1,820	\$13,662	\$15,482	\$2,800	\$16,860	\$19,660	\$1,912	\$13,662	\$15,574	\$907.70	4.8%	\$91.56	0.6%	\$0.6251	\$0.5161	\$0.6553	\$0.5191
35,000	\$3,036	\$18,715	\$21,751	\$1,997	\$15,939	\$17,936	\$3,135	\$19,670	\$22,805	\$2,099	\$15,939	\$18,038	\$1,054.40	4.8%	\$102.24	0.6%	\$0.6215	\$0.5125	\$0.6516	\$0.5154
40,000	\$3,361	\$21,388	\$24,749	\$2,173	\$18,216	\$20,389	\$3,470	\$22,480	\$25,950	\$2,286	\$18,216	\$20,502	\$1,201.11	4.9%	\$112.92	0.6%	\$0.6187	\$0.5097	\$0.6488	\$0.5126
45,000	\$3,686	\$24,062	\$27,748	\$2,350	\$20,493	\$22,843	\$3,805	\$25,291	\$29,096	\$2,473	\$20,493	\$22,966	\$1,347.81	4.9%	\$123.60	0.5%	\$0.6166	\$0.5076	\$0.6466	\$0.5104
50,000	\$4,011	\$26,735	\$30,746	\$2,526	\$22,770	\$25,296	\$4,140	\$28,101	\$32,241	\$2,661	\$22,770	\$25,431	\$1,494.51	4.9%	\$134.28	0.5%	\$0.6149	\$0.5059	\$0.6448	\$0.5086
55,000	\$4,336	\$29,409	\$33,745	\$2,703	\$25,047	\$27,750	\$4,475	\$30,911	\$35,386	\$2,848	\$25,047	\$27,895	\$1,641.21	4.9%	\$144.96	0.5%	\$0.6135	\$0.5045	\$0.6434	\$0.5072
60,000	\$4,661	\$32,082	\$36,743	\$2,879	\$27,324	\$30,203	\$4,811	\$33,721	\$38,531	\$3,035	\$27,324	\$30,359	\$1,787.92	4.9%	\$155.64	0.5%	\$0.6124	\$0.5034	\$0.6422	\$0.5060
75,000	\$5,636	\$40,103	\$45,739	\$3,409	\$34,155	\$37,564	\$5,816	\$42,151	\$47,967	\$3,597	\$34,155	\$37,752	\$2,228.03	4.9%	\$187.68	0.5%	\$0.6099	\$0.5009	\$0.6396	\$0.5034
100,000	\$7,261	\$53,470	\$60,731	\$4,291	\$45,540	\$49,831	\$7,492	\$56,201	\$63,693	\$4,532	\$45,540	\$50,072	\$2,961.54	4.9%	\$241.08	0.5%	\$0.6073	\$0.4983	\$0.6369	\$0.5007
150,000	\$10,511	\$80,205	\$90,716	\$6,056	\$68,310	\$74,366	\$10,843	\$84,302	\$95,145	\$6,404	\$68,310	\$74,714	\$4,428.57	4.9%	\$347.88	0.5%	\$0.6048	\$0.4958	\$0.6343	\$0.4981
200,000	\$13,761	\$106,940	\$120,701	\$7,821	\$91,080	\$98,901	\$14,195	\$112,402	\$126,597	\$8,276	\$91,080	\$99,356	\$5,895.60	4.9%	\$454.67	0.5%	\$0.6035	\$0.4945	\$0.6330	\$0.4968
Percentiles																				
4,000	\$1,021	\$2,139	\$3,160				\$1,057	\$2,248	\$3,305				\$144.85	4.6%			\$0.7900		\$0.8263	
30,000	\$2,711	\$16,041	\$18,752				\$2,800	\$16,860	\$19,660				\$907.70	4.8%			\$0.6251		\$0.6553	
100,000	\$7,261	\$53,470	\$60,731				\$7,492	\$56,201	\$63,693				\$2,961.54	4.9%			\$0.6073		\$0.6369	
15,000				\$1,291	\$6,831	\$8,122				\$1,350	\$6,831	\$8,181			\$59.52	0.7%		\$0.5415		\$0.5454
50,000				\$2,526	\$22,770	\$25,296				\$2,661	\$22,770	\$25,431			\$134.28	0.5%		\$0.5059		\$0.5086
80,000				\$3,585	\$36,432	\$40,017				\$3,784	\$36,432	\$40,216			\$198.36	0.5%		\$0.5002		\$0.5027

Estimated Bill Percentiles per 2010 MCS

Docket No. DG 20-105
Appendix 9
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Liberty Utilities (EnergyNorth Natural Gas) Corp.
Docket No. DG 20-105 Rate Case Expense
As of June 28, 2021

Service Provider	Expense to Date	Estimated Additional Expenses	Total Estimated Expense	Description of Service
FTI Consulting	\$ 385,965.46	\$ -	\$ 385,965.46	Revenue Requirement, Rate Design, Marginal Cost of Service , Functional Cost of Service, Decoupling Effects on EE, Cost of Capital
Keegan Werlin	114,463.50	70,536.50	185,000.00	Legal Services
Management Applications Consulting	33,245.63		33,245.63	Review Status of Depreciation Reserve
Concentric Energy Advisors	48,381.75	-	48,381.75	Review of Decoupling Mechanism
ScottMadden	27,060.00	7,500.00	34,560.00	Testimony Support
Legal Notices	466.50	-	466.50	
Court Reporter	721.00	5,400.00	6,121.00	
Customer Notice	46,241.00	-	46,241.00	
Miscellaneous	159.60	-	159.60	Printing Expenses
Subtotal	656,704.44	83,436.50	740,140.94	
<u>Staff Consultants</u>				
Blue Ridge Consulting	62,402.50	7,597.50	70,000.00	Revenue Requirement
J. Randall Woolridge	-	33,800.00	33,800.00	Cost of Capital
<u>OCA Consultants</u>				
Exeter Associates	12,923.70	-	12,923.70	Cost of Service/Rate Design
Subtotal PUC/OCA	75,326.20	41,397.50	116,723.70	
Grand Total	\$ 732,030.64	\$ 124,834.00	\$ 856,864.64	Total Estimated Amount

(*) Additional costs are expected but not currently estimated

Docket No. DG 20-105

Appendix 10

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Liberty Utilities (EnergyNorth Natural Gas) Corp.
Temporary/Permanent Rate Recoupment

I. Monthly Distribution Revenue at Temporary Rates

Rate Schedule	2020			2021							TOTAL
	October	November	December	January	February	March	April	May	June	July	
R-1	\$ 76,616	\$ 84,711	\$ 95,454	\$ 99,926	\$ 88,858	\$ 91,687	\$ 79,080	\$ 75,196	\$ 68,477	\$ 68,326	\$ 828,332
R-3	2,947,945	4,783,958	6,536,546	7,439,623	6,451,758	5,673,831	3,752,249	2,641,484	1,852,612	1,759,630	43,839,636
R-4	195,818	325,805	445,804	508,422	441,683	396,049	277,730	195,259	135,904	126,589	3,049,061
R-5	2,187	2,562	3,100	3,416	3,180	3,054	2,275	2,072	1,810	1,829	25,484
R-6	15,009	22,662	30,903	35,584	33,310	27,963	19,925	14,016	9,367	9,118	217,858
R-7	261	413	546	621	572	482	326	234	161	157	3,771
G-41	932,318	1,478,898	2,024,612	2,282,210	2,016,717	1,786,547	1,187,441	851,412	636,112	624,777	13,821,043
G-42	880,886	1,514,648	2,059,582	2,313,781	2,019,359	1,805,610	1,144,826	713,276	444,888	407,508	13,304,364
G-43	135,714	382,676	518,929	591,563	513,601	458,625	302,913	116,760	77,990	77,286	3,176,058
G-44	1,041	1,975	3,150	3,761	3,872	3,181	1,058	589	422	421	19,470
G-45	7,371	12,584	16,964	20,438	19,365	16,086	10,014	5,253	2,511	2,196	112,781
G-46	8,656	9,618	10,580	-	962	1,924	2,885	3,847	4,809	5,771	49,051
G-51	140,954	145,796	167,241	173,638	155,900	158,844	130,708	125,151	118,757	120,311	1,437,299
G-52	164,844	223,727	263,583	275,953	246,644	240,664	191,729	141,647	137,763	141,639	2,028,194
G-53	93,319	176,732	203,468	229,170	200,041	194,987	172,159	82,322	75,155	76,556	1,503,908
G-54	77,796	118,770	102,434	103,564	84,186	94,188	107,939	67,254	69,095	75,890	901,117
G-55	313	336	373	500	482	506	310	281	267	295	3,663
G-56	-	-	-	-	-	-	-	-	-	-	-
G-57	-	-	-	-	-	-	-	-	-	-	-
G-58	2,038	2,612	2,876	2,738	2,733	2,941	2,979	1,914	1,796	1,710	24,337
TOTAL	\$ 5,683,085	\$ 9,288,482	\$ 12,486,145	\$ 14,084,908	\$ 12,283,222	\$ 10,957,170	\$ 7,386,544	\$ 5,037,968	\$ 3,637,896	\$ 3,500,008	\$ 84,345,428

II. Monthly Distribution Revenue at Permanent Rates

Rate Schedule	2020			2021							TOTAL
	October	November	December	January	February	March	April	May	June	July	
R-1	\$ 76,152	\$ 84,218	\$ 94,911	\$ 99,363	\$ 88,357	\$ 91,160	\$ 78,611	\$ 74,739	\$ 68,053	\$ 67,897	\$ 823,461
R-3	2,925,874	4,747,157	6,485,782	7,381,640	6,401,529	5,629,969	3,723,686	2,621,852	1,839,240	1,747,050	43,503,779
R-4	194,354	323,302	442,346	504,464	438,248	392,989	275,616	193,806	134,922	125,683	3,025,730
R-5	2,174	2,547	3,082	3,397	3,163	3,038	2,261	2,060	1,799	1,817	25,338
R-6	14,897	22,489	30,664	35,308	33,051	27,748	19,773	13,913	9,300	9,054	216,197
R-7	259	410	542	616	567	478	323	232	160	156	3,743
G-41	926,631	1,470,566	2,013,590	2,269,946	2,005,850	1,776,668	1,180,511	846,105	631,908	620,598	13,742,374
G-42	875,717	1,506,057	2,048,035	2,300,871	2,008,078	1,795,435	1,138,223	709,012	442,093	404,904	13,228,426
G-43	134,949	380,623	516,168	588,411	510,863	456,165	301,267	116,087	77,518	76,813	3,158,864
G-44	1,034	1,964	3,132	3,741	3,850	3,163	1,052	586	419	419	19,360
G-45	7,329	12,514	16,869	20,324	19,258	15,996	9,957	5,222	2,495	2,182	112,146
G-46	8,596	9,551	10,506	-	955	1,910	2,865	3,820	4,776	5,731	48,710
G-51	139,956	144,763	166,054	172,404	154,792	157,717	129,784	124,268	117,919	119,463	1,427,121
G-52	163,938	222,578	262,253	274,568	245,405	239,434	190,718	140,842	136,982	140,835	2,017,554
G-53	92,864	175,914	202,534	228,127	199,129	194,089	171,361	81,913	74,777	76,171	1,496,880
G-54	77,482	118,202	101,935	103,062	83,776	93,729	107,417	66,971	68,810	75,582	896,967
G-55	311	333	371	496	479	502	308	279	265	292	3,637
G-56	-	-	-	-	-	-	-	-	-	-	-
G-57	-	-	-	-	-	-	-	-	-	-	-
G-58	2,028	2,598	2,861	2,723	2,719	2,926	2,963	1,905	1,787	1,701	24,210
TOTAL	\$ 5,644,544	\$ 9,225,786	\$ 12,401,637	\$ 13,989,464	\$ 12,200,069	\$ 10,883,116	\$ 7,336,699	\$ 5,003,612	\$ 3,613,221	\$ 3,476,347	\$ 83,774,495

Liberty Utilities (EnergyNorth Natural Gas) Corp.
Temporary/Permanent Rate Recoupment

Docket No. DG 20-105

III. Recoupment

Appendix 10

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Rate Schedule	2020			2021							TOTAL
	October	November	December	January	February	March	April	May	June	July	
R-1	\$ (464)	\$ (494)	\$ (543)	\$ (562)	\$ (502)	\$ (527)	\$ (469)	\$ (457)	\$ (424)	\$ (429)	\$ (4,871)
R-3	(22,071)	(36,801)	(50,764)	(57,983)	(50,228)	(43,862)	(28,563)	(19,632)	(13,372)	(12,580)	(335,857)
R-4	(1,464)	(2,502)	(3,458)	(3,958)	(3,435)	(3,059)	(2,114)	(1,452)	(982)	(906)	(23,331)
R-5	(13)	(15)	(17)	(18)	(17)	(17)	(13)	(13)	(12)	(12)	(147)
R-6	(112)	(173)	(239)	(276)	(259)	(215)	(152)	(104)	(67)	(65)	(1,661)
R-7	(2)	(3)	(4)	(5)	(4)	(4)	(2)	(2)	(1)	(1)	(28)
G-41	(5,686)	(8,331)	(11,023)	(12,264)	(10,866)	(9,879)	(6,930)	(5,307)	(4,204)	(4,179)	(78,669)
G-42	(5,169)	(8,590)	(11,547)	(12,910)	(11,281)	(10,175)	(6,603)	(4,264)	(2,795)	(2,603)	(75,937)
G-43	(765)	(2,053)	(2,761)	(3,152)	(2,738)	(2,460)	(1,646)	(673)	(472)	(472)	(17,194)
G-44	(7)	(11)	(18)	(21)	(21)	(18)	(6)	(4)	(3)	(3)	(110)
G-45	(42)	(70)	(94)	(113)	(107)	(90)	(57)	(31)	(16)	(14)	(636)
G-46	(60)	(67)	(73)	-	(7)	(13)	(20)	(27)	(33)	(40)	(341)
G-51	(997)	(1,033)	(1,187)	(1,234)	(1,108)	(1,127)	(924)	(883)	(837)	(848)	(10,178)
G-52	(906)	(1,149)	(1,330)	(1,385)	(1,240)	(1,230)	(1,011)	(805)	(781)	(804)	(10,640)
G-53	(455)	(818)	(934)	(1,042)	(912)	(898)	(797)	(409)	(378)	(386)	(7,029)
G-54	(314)	(568)	(499)	(502)	(410)	(459)	(521)	(283)	(286)	(308)	(4,150)
G-55	(2)	(2)	(3)	(4)	(3)	(4)	(2)	(2)	(2)	(2)	(26)
G-56	-	-	-	-	-	-	-	-	-	-	-
G-57	-	-	-	-	-	-	-	-	-	-	-
G-58	(10)	(14)	(15)	(15)	(14)	(15)	(15)	(10)	(9)	(9)	(127)
TOTAL	\$ (38,541)	\$ (62,696)	\$ (84,508)	\$ (95,444)	\$ (83,152)	\$ (74,054)	\$ (49,845)	\$ (34,356)	\$ (24,675)	\$ (23,662)	\$ (570,933)

NOTES: Revenues calculated using actual calendar month billing determinants from October 2020 through March 2021 and calculated using estimated monthly billing determinants from April 2021 through July 2021.

NHPUC NO. 11 - GAS
LIBERTY UTILITIES (ENERGYNORTH NATURAL GAS) CORP.
D/B/A

LIBERTY
SUPERSEDING NHPUC No. 10

TARIFF
FOR
GAS SERVICE
Applicable
in
Thirty-five towns in New Hampshire
served in whole or in part.
(For detailed description, see Service Area)

DATED: XXX XX, 2021

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

EFFECTIVE: August 1, 2021

Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105

050

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NHPUC NO. 11 GAS
LIBERTY UTILITIES

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I. GENERAL TERMS AND CONDITIONS

1 SERVICE AREA

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

2 GENERAL TERMS AND CONDITIONS

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

3 CHARACTER OF SERVICE – EXCLUDING KEENE CUSTOMERS

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

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

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

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

4 CHARACTER OF SERVICE – KEENE CUSTOMERS

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

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

- B. Determination of Therms.

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

The average BTU of the gas sendout for billing purposes shall be calculated for each billing period using the daily average BTU of propane-air gas produced by the company’s production plant as determined by appropriate gas heat content measurement devices¹ operated by the company. The average BTU so calculated shall be used in determining the therms for monthly bills based on meter readings and the average BTU for the billing period.

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

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

¹ Typically chromatographs or calorimeters are used for measuring the heat content of gas.

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

5 CUSTOMER'S INSTALLATION

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

6 APPLICATION FOR SERVICE

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

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

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

7 CREDIT

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

8 SERVICE AND MAIN EXTENSIONS

- A. Definitions. The following are definitions of terms used in these provisions relative to main and service extensions and are applicable only in the main and service extensions provisions.
1. Service and Main Extensions. Extensions that require the construction of a new gas main and a service from that new main in order to provide requested gas service to a customer.
 2. Service Extensions. Extensions from an Existing Gas Main to the point of delivery on the customer's premises.
 3. Main Extension. An extension of the new gas main portion of a Service and Main Extension.
 4. Existing Gas Main. A main that is installed in the street and through which gas is flowing.
 5. Abnormal Costs. Abnormal Costs are service and/or main construction costs that are attributable to frost or ledge (including ditching or backfilling necessitated as a result of the presence of frost or ledge), and/or other conditions not typically encountered in service and/or main construction that are peculiar to the particular service and/or main construction concerned. Abnormal Costs are to be paid by the customer.
 6. Extra Footage. The charge (contribution in aid of construction) for Extra Footage is \$63.90 per foot. The charge will be updated annually by calculating the historical average cost per foot for Service Extensions, excluding overheads, for the most recent calendar year and the updated charge shall be effective April 1.
 7. Estimated Annual Margin. The Estimated Annual Margin is equal to the estimated revenue to be derived from the monthly Customer Charge and delivery charge to be received from the customer for gas service utilizing the Service and Main Extension or Service Extension during the first twelve (12) months after completion of the extension. The Estimated Annual Margin does not include revenue received by the Company for the cost of gas and local distribution adjustment factor.

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

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

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

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

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

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

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

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

9. INTRODUCTION OF SERVICE

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

10. COMPANY EQUIPMENT ON CUSTOMER'S PREMISES

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

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

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

11 SERVICE CONTINUITY

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

12 CUSTOMER'S USE OF SERVICE

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

13 INSPECTIONS

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

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14 MEASUREMENT

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

15 METER TESTS

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

16 DISCONNECTION BY THE COMPANY

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

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

17. COST OF GAS CLAUSE EXCLUDING KEENE

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

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

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

Variable	Description	Approved Figure
MISC	Miscellaneous Overhead	\$13,170
PS	Production and Storage Capacity	\$1,980,428
WCA%	Working Capital Allowance Percentage	3.91%

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

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

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

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

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

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

Winter Season Cost of Gas Formula (CGw)

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

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

Winter Demand Cost (Dw) Formula

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

and:

$$NCSMw = CRRw + OSSMw + SBdw$$

and:

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

where:

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

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

Winter Season Commodity (Cw) Formula

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

and:

$$COMw = WSC - NCCCw - SBcw$$

and:

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

where:

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

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

Winter Bad Debt (BDw) Formula

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

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

Residential Winter Season Cost of Gas (COGwr)

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

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

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

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

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

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

Summer Demand Cost (Ds) Formula

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

and:

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

where:

A:Sales = Forecasted annual sales volumes.

BDs = Bad Debt Expense for Summer Season.

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

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

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

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

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

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

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

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

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

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

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

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

Summer Season Commodity Cost (Cs) Formula

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

and:

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

where:

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

Summer Bad Debt (BDs) Formula

$BDs = BD\% \times (Ds + Cs + Rs + WCRs)$
where:

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

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Residential Summer Season Cost of Gas (COGsr)

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

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

where:

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

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

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

Commercial and Industrial Winter and Summer Season Cost of Gas

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

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

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

These factors are calculated according to the following formulas:

Low Winter Use (COGwl) Formula Winter Season

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

Low Winter Use (COGsl) Formula Summer Season

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

and:

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

and:

High Winter Use (COGwh) Formula Winter Season

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

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High Winter Use (COGsh) Formula Summer Season

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

and

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

and:

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

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

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

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

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

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

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

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

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

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

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

where:

- Bc = The daily base load for all the Commercial and Industrial rate classes
- Bch = The daily base load for the Commercial and Industrial rate classes G-41, G-42, G-43, G-44, G-45 and G-46.
- Bcl = The daily base load for the Commercial and Industrial rate classes G-51, G-52, G-53, G-54, G-55, G-56, G-57 and G-58.
- CFs = Summer Season Commercial and Industrial gas cost correction factor.
- CFw = Winter Season Commercial and Industrial gas cost correction factor.
- CGs = The total cost of gas for the Summer Season for the Company's firm sales customers as previously defined.
- CGw = The total cost of gas for the Winter Season for the Company's firm sales customers as previously defined.

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

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

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

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

J. Reconciliation Adjustments – Various Accounts.

1. The following definitions pertain to reconciliation adjustment calculations:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Working Capital Demand Gas Costs Allowable per Winter Season Gas Formula shall be:
 - (1) Charges associated with upstream storage, transmission capacity, and product demand procured by the Company to serve firm load in the Winter period, plus a reallocation of a portion of such charges incurred in the Summer Season to serve firm load.
 - (2) Carrying charges.
- b. Working Capital
 - (3) Charges associated with gas supplies, including any applicable taxes, purchased by the Company to serve firm load in the Winter season.
 - (4) Non-core commodity costs associated with non-core sales to which the COG is not applied, as defined in Section 17(E).
 - (5) Carrying charges.
- c. Working Capital Demand Gas Costs Allowable per Summer Season Gas Formula shall be:
 - (6) Charges associated with upstream storage and transmission capacity procured by the Company to serve firm load in the Summer Season.
 - (7) Carrying charges.
- d. Working Capital Commodity Gas Costs Allowable per Summer Season Gas Formula shall be:
 - (8) Charges associated with gas supplies, including any applicable taxes, procured by the Company to serve firm load in the Summer Season.
 - (9) Non-core commodity costs associated with non-core sales.
 - (10) Carrying charges.
- e. The Winter and Summer Cost of Gas working capital allowances shall be calculated by applying the Working Capital Allowance Percentage (WCA%) set forth in Section 17(F).

2. Calculation of the Reconciliation Adjustments

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

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

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

M. Information Required to be Filed with the NHPUC.

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

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

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

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

N. Other Rules.

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

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

O. Reconciliation Adjustment Accounts.

1163-1422

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

1163-1424

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

1920-1740

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

1920-1741

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

1920-1743

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

5541-8048

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

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

18 COST OF GAS CLAUSE – KEENE DIVISION

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

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

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

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

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

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

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

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

19 LOCAL DISTRIBUTION ADJUSTMENT CLAUSE AND NORMAL WEATHER ADJUSTMENT

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

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

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

C. Conservation Charges Allowable for LDAC.

1. Purpose: The purpose of this provision is to establish a procedure that allows the Company, subject to the jurisdiction of the NHPUC, to adjust, on an annual basis, the Conservation Charge, if and when applicable, to firm sales service and firm delivery service throughput in order to recover from firm customers costs associated with its energy efficiency management programs.
2. Applicability: A conservation charge shall be applied to therms sold or transported by the Company subject to the jurisdiction of the Commission as determined in accordance with the provision of this rate schedule. Such conservation charge shall be determined annually by the Company, separately for the Residential Heating, and Commercial/Industrial rate categories, subject to review and approval by the Commission as provided for in this rate schedule.
3. Calculation of Conservation Charge: The Company will properly assign expenses for forecasted conservation expenditures to the applicable rate categories for a future twelve (12) month period commencing November 1 of each year. The total of such conservation expenditures plus any prior period reconciling adjustments shall be divided by therm sales as forecasted by the Company for the same annual period and rounded to the nearest hundredth of a cent. The resulting conservation charge shall be included in the Company's Local Distribution Adjustment Charge and applied to actual therms sold or transported for the following twelve (12) month period starting November 1 and ending October 31.
4. Reporting: The Company shall submit annual reports to the Commission reconciling any difference between the actual conservation expenditures and actual revenues collected under this rate schedule. The difference whether positive or negative will be carried forward into the conservation charge for the next recovery period. Upon completion of the conservation program(s), any over or under collection may be credited or charged to the deferred Winter Period cost of gas account, subject to Commission approval.
5. Effective Date: On or before the first business day in September of each year, the Company shall file with the NHPUC for its consideration and approval, the Company's request for a change in the CC applicable to each Rate Category during the next subsequent twelve-month period commencing with the calendar month of November.

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6. Reconciliation Adjustment: Account 1163-1755 shall contain the cumulative difference between the sum of the DSM expenditures incurred by the Company plus the sum of the DSM repayments and the revenues collected from customers. The Company shall file the reconciliation along with the COG filing on or before the first business day in September of each year.

D. Revenue Decoupling Adjustment Factor.

1. Purpose: Revenue decoupling eliminates the link between volumetric sales and Company revenue in order to align the interests of the Company and customers with respect to changing customer usage by establishing an allowed revenue per customer ("RPC"). The Company is allowed to collect that RPC for the number of actual customers it has in a given month. The purpose of the Revenue Decoupling Adjustment Factor ("RDAF") is to establish procedures that allow the Company, subject to the jurisdiction of the NHPUC, to adjust, on an annual basis, its rates for firm gas sales and firm transportation in order to reconcile the difference between the Actual Revenue collected and the Allowed Revenue. The purpose of the Normal Weather Adjustment ("NWA") is to adjust each customer's bill for the difference in delivery charges caused by the variation in actual Heating Degree Days ("HDDs") from normal HDDs during the Winter Period.
2. Effective Date: The RDAF and NWA shall take effect beginning on November 1, 2018, and replace the Lost Revenue Adjustment Mechanism (LRAM) established in Order No. 25,932 (Docket No. DE 15-137).
3. Applicability: The Revenue Decoupling Adjustment Factor and NWA shall apply to all of the Company's firm tariff rate schedules, excluding special contracts, as determined in accordance with the provisions of this RDAF and NWA.
4. Definitions: The following definitions shall apply throughout Section 17D:
 - a. Actual Number of Customers is the actual number of Equivalent Bills for the applicable Rate Class for each applicable month of the Decoupling Year.
 - b. Equivalent Bill. Customers are billed on different days of the month. To calculate the number of customers in a month for purposes of calculating the Monthly Actual Revenue it is necessary to use Equivalent Bills as a representation for customers. Equivalent Bills are calculated by dividing the number of days in the billing period of each customer's bill by 30.
 - c. Billing Year is the 12-months commencing November 1 immediately following the completion of the Decoupling Year.
 - d. Decoupling Year. The first Decoupling Year shall be the 10-month period from November 1, 2018 to August 31, 2019. Each subsequent Decoupling Year shall be the twelve months commencing September 1 through August 31.
 - e. Rate Class are customers taking service pursuant to the rate schedules combined as follows: Rates R-1 and R-5, Rates R-3, R-4, R-6, and R-7, Rates G-41 and G-44, Rates G-42 and G-45, Rates G-43 and G-46, Rates G-51 and G-55, Rates G-52 and G-56, Rates G-53 and G-57, and Rates G-54 and G-58.
 - f. Customer Class Group (CG) is the group of rate schedules combined for purposes of calculating the Revenue Decoupling Adjustment and the RDAF. The two Customer Class Groups are as follows:

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

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

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

5. Calculation of Revenue Per Customer

a. Definitions:

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

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

6. Calculation of Normal Weather Adjustment

a. Definitions.

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

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

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

The Normal Weather Adjustment (NWA) for each bill is

$$\text{NWA} = \text{Delivery Charge Actual} \times \text{NWF}$$

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

7. Application of the NWA to Customer Bills

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

8. Calculation of Revenue Decoupling Adjustment and Reconciliation

a. Definitions

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

b. Description of Revenue Decoupling Adjustment and Reconciliation

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

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

9. Application of the RDAF to Customer Bills

The RDAF (\$ per therm) shall be calculated annually for each Customer Group and shall be truncated at four decimal points per therm. The annual calculated Customer Group RDAF will be applied to the monthly firm tariff throughput for each customer in that particular Customer Group, effective November 1 of the given year.

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10. Information to be Filed with the Commission

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

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

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

1. Purpose: In order to recover expenditures associated with former manufactured gas Programs, there shall be an ES Rate applied to all firm volumes billed under the Company's delivery service charges.
2. Applicability: An annual ES Rate shall be calculated effective every November 1 for the annual period of November 1 through October 31. The annual ES Rate shall be filed with the Company's Winter season Cost of Gas Clause ("COG") filing and be subject to review and approval by the Commission. The annual ES Rate shall be applied to firm sales and to firm delivery throughput as a part of the LDAC. Special contract customers are exempt from the ES.
3. Costs Allowable: All approved environmental response costs associated with manufactured gas Programs may be included in the ES Rate

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

4. Effective Date: On or before the first business day in September of each year, the Company shall file with the NHPUC for its consideration and approval, the Company's request for a change in the ES applicable to all firm sales and firm delivery service throughput for the subsequent twelve-month period commencing with the calendar month of November.
5. Definitions:

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

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

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

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

G. Recoverable Gas Assistance Program Costs.

1. Purpose: The purpose of this provision is to establish a procedure that allows the Company, subject to the jurisdiction of the NHPUC, to recover the revenue shortfall (costs) associated with customers participating in the Gas Assistance Program ("GAP"). Such costs, as well as, associated administrative and marketing costs shall be recovered by applying a GAP rate to all firm sales and transportation service throughput.
2. GAP Rate shall be applied to all firm sales and transportation tariff customers. The GAP Rate shall be filed with the Company's Winter season Cost of Gas Clause filing and shall be determined annually by the Company and be subject to review and approval by the Commission.
3. Effective Date: On or before the first business day in September of each year, the Company shall file with the NHPUC for its consideration and approval, the Company's request for a change in the GAP Rate applicable to all firm sales, delivery and transportation service throughput for the subsequent twelve-month period commencing with the calendar month of November.
4. GAP Costs Allowable for LDAC: The costs to be recovered through the GAP Rate shall comprised of the revenue shortfall calculated by forecasting the number of customers enrolled in the GAP and the associated volumetric billing determinants for the upcoming annual recovery period and applying those billing determinants to the difference between the regular and reduced gas assistance program residential base rates, plus the GAP discount applied to the cost of gas, administrative, marketing and startup costs. The GAP Rate shall be calculated by dividing the resulting costs, plus any prior period reconciling adjustment, by the forecast of annual firm sales and transportation service throughput.

5. GAP Factor Formula

$$\text{GAPF} = \frac{\text{GAP} + \text{A}_{\text{GAP}}}{\text{A: Tpev}}$$

A: Tpev

where:

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

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

RA_{GAP} GAP Reconciliation Adjustment - Account 1169-1756, inclusive of the associated Account 1169-1756 interest, as outlined in Section 19(G)(6).

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6. Reconciliation Adjustments: Prior to the Company's Winter season Cost of Gas filing, the Company will calculate the difference between (a) the revenue derived by multiplying the actual firm sales and delivery service throughput by the GAP Rate through October 31st, and (b) the actual costs of the program which consists of (1) the revenue shortfall calculated by applying the actual billing determinants of the GAP classes to the difference in the regular and reduced residential base rates and cost of gas rates in effect for the annual reconciliation period and (2) the GAP discount applied to the cost of gas, start-up, administrative and marketing costs associated with the implementation of the program, plus carrying charges calculated on the average monthly balance using the monthly prime lending rate, as reported by the Federal Reserve Statistical Release of Selected Interest Rates. The combined costs will then be recorded in the deferred GAP account 1169-1756. The Company shall file the reconciliation along with its COG filing on or before the first business day in September of each year.
- H. Effective Date of Local Distribution Adjustment Clause. The LDAC shall be filed annually and become effective on November 1 of each year pursuant to NHPUC approval. In order to minimize the magnitude of future reconciliation adjustments, the Company may request interim revisions to the LDAC rates, subject to review and approval of the NHPUC.
- I. Local Distribution Adjustment Clause Formulas. The LDAC shall be calculated on an annual basis, by customer, by summing up the various factors included in the LDAC, where applicable.

LDAC Formula

$LDAC^X = CC^X + RDAF^X + ES + GREF^X + RCE + GAP$ and:

$ES^X = RHS + MGP$

where:

$LDAC^X$ = Annualized class specific LDAC.

CC^X = Annualized class specific CC or EE Charge.

$RDAF^X$ = Annualized class specific RDAF.

ES = Total firm annualized ES.

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

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

$GREF^X$ = Total firm annualized class specific Gas Restructuring Expense Factor.

RCE = Rate Case Expense Factor.

GAP = Gas Assistance Program Rate

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

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review and approval of the NHPUC.

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

L. Amendments to Uniform System of Accounts

1163-1755 **Energy Efficiency Reconciliation Adjustment:** This account shall be used to record the cumulative difference between the sum of DSM and/or EE Expenditures incurred by the Company plus the sum of DSM and/or EE Repayments and the revenues collected from customers pursuant to this clause with respect to a given Rate Category. Entries to this account shall be determined as outlined in the Local Distribution Adjustment Clause, 17(C).

1920-1863 **Environmental Response Costs Reconciliation Adjustment:** This account shall be used to record the cumulative difference between the revenues toward environmental response costs as calculated by multiplying the ES times monthly firm sales volumes and delivery service throughput and environmental response costs allowable per formula. Entries to this account shall be determined as outlined in the Local Distribution Adjustment Clause, 17(E).

1930-1745 **Rate Case Expense/Temporary Rates Reconciliation Adjustment:** This account shall be used to record the cumulative difference between the recovery and actual amounts of third-party incremental expenses associated with the Company's Rate Case initiatives and the difference between the final and temporary distribution rates. Entries to this account shall be determined as outlined in the Local Distribution Adjustment Clause, 17(F).

1169-1756 **Gas Assistance Program Reconciliation Adjustment:** This account shall be used to record the cumulative difference between the actual revenue derived from the actual sales and transportation service throughput multiplied by the GAP rate and the actual costs of the program, which consists of the revenue shortfall and all administrative and marketing costs, as outlined in the Local Distribution Adjustment Clause, 17(G). 1168-1823 **Revenue Decoupling Adjustment Factor:** The RDA Accounts shall be used to record the difference between Actual Revenue and Allowed Revenue as well as the RDAF Revenue and associated interest as described in 17(D).

20 SUPPLY & CAPACITY SHORTAGE ALLOCATION POLICY

A. DEFINITIONS

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

1. **Residential:** Service to customers which consists of direct natural gas usage in a residential dwelling for space heating, air conditioning, cooking, water heating and other residential uses
2. **Commercial:** Service to customers engaged primarily in the sale of goods or services including institutions and local, state and federal government agencies for uses other than those involving manufacturing or electric power generation
3. **Industrial:** Service to customers engaged primarily in a process which creates or changes raw or unfinished materials into another form or product including the generation of electric power
4. **Large Volume:** Service to large commercial and industrial customers with an annual gas load greater than 200,000 therms

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5. Seasonal: Service available from April 1 to October 31 to all customers using gas to replace some other fuel or gas for air conditioning purposes
6. Firm Sales Service: Service from schedules or contracts under which seller is expressly obligated to supply and deliver specific volumes within a given time period and which anticipates no interruptions, but which may permit unexpected interruption in case the supply to higher priority customers is threatened
7. Firm Transportation Service: Service from schedules or contracts under which seller is expressly obligated to deliver specific third-party volumes within a given time period and which anticipates no interruptions, but which may permit unexpected interruption in case the supply to higher priority customers is threatened.
8. Plant Protection Gas: Is defined as minimum volumes required to prevent physical harm to the plant facilities or danger to plant personnel, when such protection cannot be afforded through the use of alternate fuel. This includes the protection of such material in process as would otherwise be destroyed, but shall not

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include deliveries required to maintain plant production. For the purpose of this definition, propane and other gaseous fuels shall not be considered alternate fuels.

- I. Feedstock Gas: Is defined as natural gas used as a raw material for its chemical properties in creating an end product
- J. Process Gas: Is defined as gas use for which alternate fuels are not technically feasible such as in applications requiring precise temperature controls and precise flame characteristics. For the purpose of this definition, propane and other gaseous fuels shall not be considered alternate fuels
- K. Boiler Fuel: Is considered to be natural gas used as a fuel for the generation of steam or electricity including the utilization of gas turbines for the generation of electricity
- L. Alternate Fuel Capabilities: Is defined as a situation where an alternate fuel could have been utilized whether or not the facilities for such use have actually been installed, provided however, where the use of natural gas is for plant protection, feedstock or process uses and the only alternate fuel is propane or other gaseous fuel, then the consumer will be treated as if he had no alternate fuel capability.

M. POLICY

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

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

N. PRIORITIES

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

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

DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman
TITLE: President

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process and feedstock for animal feeds and food, food quality maintenance, food packaging, marketing and distribution for food related products and on farm uses

- Q. Firm sales or transportation service for large commercial requirements (50 DT or more on a peak day), firm industrial requirements for plant protection, feedstock and process needs and firm industrial sales up to 300 DT per day
- R. Firm sales or transportation service for all industrial requirements not specified in (2), (3), (4), (6), or (7)
- S. Firm sales or transportation service including the transportation for industrial requirements for boiler fuel use at less than 1,500 DT per day, but more than 300 DT per day, where alternate fuel capabilities can meet such requirements
- T. Firm sales or transportation service including transportation for industrial requirements for large volume (1,500 DT or more per day) boiler fuel use where alternate fuel capabilities can meet such requirements

U. STORAGE INJECTION

Within each category, storage injection required to meet the needs of higher priorities may be given preference over all other uses within that category.

V. PENALTY

For all unauthorized volumes of gas taken by a customer, the customer shall pay the Company a penalty of five times the daily index for each therm taken. Such penalty shall be added to the regular rates in effect. The Company shall have the right, without obligation, to waive any penalty for unauthorized use of gas, if on the day when the penalty was incurred deliveries to other of the Company's customers were not adversely affected. Continued unauthorized use, at the sole discretion of the Company, may result in termination of service.

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TITLE: President

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Residential Non-Heating Rate R-1

II. RATE SCHEDULES

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

Availability

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

Character of Service

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

Delivery Charge

Customer Charge Per Meter: \$0.5130 per day or \$15.39 per 30 day month

Winter Period: All therms per 30 day month at \$0.4358 per therm

Summer Period: All therms per 30 day month at \$0.4358 per therm

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

Cost of Gas Charge

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

Other Charges for Delivery Service

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

Meter Account Charge

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

Terms and Conditions

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

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

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

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Residential Non-Heating Rate R-1

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

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Neil Proudman
TITLE: President

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Residential Heating Rate R-3

2 RESIDENTIAL HEATING RATE: CLASSIFICATION NO. R-3

Availability

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

Character of Service

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

Delivery Charge

Customer Charge Per Meter:	\$0.5130 per day or \$15.39 per 30 day month
Winter Period:	All therms per 30 day month at \$0.5985 per therm
Summer Period:	All therms per 30 day month at \$0.5985 per therm

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

Cost of Gas Charge

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

Other Charges for Delivery Service

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

Meter Account Charge

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

Terms and Conditions

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

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

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

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

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Neil Proudman
President

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Residential Heating Rate R-3

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

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Neil Proudman
TITLE: President

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Residential Gas Assistance Heating Rate R-4

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

Availability

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

Qualified Programs:

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

Character of Service

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

Delivery Charge

Winter Customer Charge Per Meter: \$0.2823 per day or \$8.47 per 30 day month

Winter Period: All therms per 30 day month at \$0.3292 per therm

Summer Customer Charge Per Meter: \$0.5130 per day or \$15.39 per 30 day month

Summer Period: All therms per 30 day month at \$0.5985 per therm

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

Cost of Gas Charge

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

Other Charges for Delivery Service

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

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Residential G Heating Rate R-4

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

Meter Account Charge

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

Terms and Conditions

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

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

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

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

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

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

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ISSUED BY: /s/Neil Proudman
Neil Proudman

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MEP Residential Non-Heating Rate R-5

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

Availability

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

Character of Service

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

Delivery Charge

Customer Charge Per Meter: \$0.6670 per day or \$20.01 per 30 day month

Winter Period: All therms per 30 day month at \$0.5666 per therm

Summer Period: All therms per 30 day month at \$0.5666 per therm

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

Cost of Gas Charge

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

Other Charges for Delivery Service

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

Meter Account Charge

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

Terms and Conditions

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

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

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

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MEP Residential Non-Heating Rate R-5

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

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

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MEP Residential Heating Rate R-6

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

Availability

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

Character of Service

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

Delivery Charge

Customer Charge Per Meter: \$0.6670 per day or \$20.01 per 30 day month

Winter Period: All therms per 30 day month at \$0.7780 per therm

Summer Period: All therms per 30 day month at \$0.7780 per therm

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

Cost of Gas Charge

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

Other Charges for Delivery Service

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

Meter Account Charge

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

Terms and Conditions

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

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

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

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MEP Residential Heating Rate R-6

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

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

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Neil Proudman
TITLE: President

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MEP Residential Gas Assistance Program Rate R-7

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

Availability

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

Qualified Programs:

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

Character of Service

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

Delivery Charge

Winter Customer Charge Per Meter: \$.3670 per day or \$11.01 per 30 day month
Winter Period: All therms per 30 day month at \$0.4279 per therm
Summer Customer Charge Per Meter: \$.6670 per day or \$20.01 per 30 day month
Summer Period: All therms per 30 day month at \$0.7780 per therm

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

Cost of Gas Charge

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

Other Charges for Delivery Service

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

Meter Account Charge

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

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Neil Proudman

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MEP Residential Gas Assistance Program Heating Rate R-7

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

Terms and Conditions

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

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

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

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

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

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

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

DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

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Neil Proudman
TITLE: President

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Commercial/Industrial Rate G-41

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

Availability

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

Character of Service

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

Delivery Charge

Customer Charge Per Meter: \$1.9850 per day or \$59.55 per 30 day month

Winter Period: First 100* therms per 30 day month at \$0.4848 per therm
All over 100 therms per 30 day month at \$0.3309 per therm

Summer Period: First 20* therms per 30 day month at \$0.4848 per therm
All over 20 therms per 30 day month at \$0.3309 per therm

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

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

Supplier Charges

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

Other Charges for Delivery Service

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

Meter Account Charge

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

Terms and Conditions

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

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Neil Proudman

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Commercial/Industrial Rate G-41

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

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

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

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

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Commercial/Industrial Rate G-42

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

Availability

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

Character of Service

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

Delivery Charge

Customer Charge Per Meter: \$5.9537 per day or \$178.61 per 30 day month

Winter Period: First 1000* therms per 30 day month at \$0.4409 per therm

All over 1000 therms per 30 day month at \$0.2988 per therm

Summer Period: First 400* therms per 30 day month at \$0.4409 per therm

All over 400 therms per 30 day month at \$0.2988 per therm

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

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

Supplier Charges

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

Other Charges for Delivery Service

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

Meter Account Charge

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

DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman
President

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NHPUC NO. 11 GAS
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Terms and Conditions

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

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

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

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

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

DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

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Neil Proudman
TITLE: President

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NHPUC NO. 11 GAS
LIBERTY UTILITIES

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Commercial/Industrial Rate G-43

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

Availability

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

Character of Service

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

Delivery Charge

Customer Charge Per Meter:	\$25.5170 per day or \$765.51 per 30 day month
Winter Period:	All therms per 30 day month at \$0.2717 per therm
Summer Period:	All therms per 30 day month at \$0.1295 per therm

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

Supplier Charges

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

Other Charges for Delivery Service

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

Meter Account Charge

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

Terms and Conditions

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

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NHPUC NO. 11 GAS
LIBERTY UTILITIES

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Commercial/Industrial Rate G-43

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

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

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

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

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

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

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LIBERTY UTILITIES

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Commercial/Industrial Rate G-44

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

Availability

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

Character of Service

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

Delivery Charge

Customer Charge Per Meter: \$2.5803 per day or \$77.41 per 30 day month

Winter Period: First 100* therms per 30 day month at \$0.6302 per therm
All over 100 therms per 30 day month at \$0.4302 per therm

Summer Period: First 20* therms per 30 day month at \$0.6302 per therm
All over 20 therms per 30 day month at \$0.4302 per therm

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

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

Supplier Charges

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

Other Charges for Delivery Service

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

Meter Account Charge

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

Terms and Conditions

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

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

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TITLE: President

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NHPUC NO. 11 GAS
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Commercial/Industrial Rate G-44

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

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

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

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

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

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LIBERTY UTILITIES

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MEP Commercial/Industrial Rate G-45

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

Availability

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

Character of Service

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

Delivery Charge

Customer Charge Per Meter: \$7.7397 per day or \$232.19 per 30 day month

Winter Period: First 1000* therms per 30 day month at \$0.5732 per therm
All over 1000 therms per 30 day month at \$0.3884 per therm

Summer Period: First 400* therms per 30 day month at \$0.5732 per therm
All over 400 therms per 30 day month at \$0.3884 per therm

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

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

Supplier Charges

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

Other Charges for Delivery Service

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

Meter Account Charge

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

Terms and Conditions

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

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NHPUC NO. 11 GAS
LIBERTY UTILITIES

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MEP Commercial/Industrial Rate G-45

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

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

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

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

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

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NHPUC NO. 11 GAS
LIBERTY UTILITIES

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MEP Commercial/Industrial Rate G-46

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

Availability

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

Character of Service

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

Delivery Charge

Customer Charge Per Meter: \$33.1720 per day or \$995.16 per 30 day month

Winter Period: All therms per 30 day month at \$0.3532 per therm

Summer Period: All therms per 30 day month at \$0.1684 per therm

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

Supplier Charges

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

Other Charges for Delivery Service

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

Meter Account Charge

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

Terms and Conditions

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

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MEP Commercial/Industrial Rate G-46

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

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

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

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

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

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

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

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NHPUC NO. 11 GAS
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Commercial/Industrial Rate G-51

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

Availability

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

Character of Service

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

Delivery Charge

Customer Charge Per Meter: \$1.9857 per day or \$59.57 per 30 day month

Winter Period: First 100* therms per 30 day month at \$0.2920 per therm
All over 100 therms per 30 day month at \$0.1934 per therm

Summer Period: First 100* therms per 30 day month at \$0.2920 per therm
All over 100 therms per 30 day month at \$0.1934 per therm

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

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

Supplier Charges

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

Other Charges for Delivery Service

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

Meter Account Charge

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

Terms and Conditions

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

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Commercial/Industrial Rate G-51

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

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

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

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

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

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LIBERTY UTILITIES

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Commercial/Industrial Rate G-52

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

Availability

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

Character of Service

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

Delivery Charge

Customer Charge Per Meter: \$5.9497 per day or \$178.49 per 30 day month

Winter Period: First 1000* therms per 30 day month at \$0.2515 per therm
All over 1000 therms per 30 day month at \$0.1704 per therm

Summer Period: First 1000* therms per 30 day month at \$0.1846 per therm
All over 1000 therms per 30 day month at \$0.1087 per therm

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

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

Supplier Charges

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

Other Charges for Delivery Service

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

Meter Account Charge

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

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LIBERTY UTILITIES

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Commercial/Industrial Rate G-52

Terms and Conditions

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

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

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

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

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

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

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EFFECTIVE: August 1, 2021

Neil Proudman
TITLE: President

Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105

NHPUC NO. 11 GAS
LIBERTY UTILITIES

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Commercial/Industrial Rate G-53

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

Availability

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

Character of Service

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

Delivery Charge

Customer Charge Per Meter: \$26.2957 per day or \$788.87 per 30 day month

Winter Period: All therms per 30 day month at \$0.1758 per therm

Summer Period: All therms per 30 day month at \$0.0875 per therm

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

Supplier Charges

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

Other Charges for Delivery Service

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

Meter Account Charge

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

Terms and Conditions

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

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ISSUED BY: /s/Neil Proudman

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

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

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

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

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

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

DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman
TITLE: President

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NHPUC NO. 11 GAS
LIBERTY UTILITIES

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Commercial/Industrial Rate G-54

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

Availability

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

Character of Service

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

Delivery Charge

Customer Charge Per Meter: \$26.2957 per day or \$788.87 per 30 day month

Winter Period: All therms per 30 day month at \$0.0670 per therm

Summer Period: All therms per 30 day month at \$0.0374 per therm

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

Supplier Charges

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

Other Charges for Delivery Service

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

Meter Account Charge

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

Terms and Conditions

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

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ISSUED BY: /s/Neil Proudman

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Neil Proudman
President

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NHPUC NO. 11 GAS
LIBERTY UTILITIES

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Commercial/Industrial Rate G-54

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

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

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

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

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

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

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ISSUED BY: /s/Neil Proudman

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Neil Proudman
TITLE: President

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NHPUC NO. 11 GAS
LIBERTY UTILITIES

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MEP Commercial/Industrial Rate G-55

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

Availability

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

Character of Service

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

Delivery Charge

Customer Charge Per Meter: \$2.5803 per day or \$77.41 per 30 day month

Winter Period: First 100* therms per 30 day month at \$0.3796 per therm
All over 100 therms per 30 day month at \$0.2514 per therm

Summer Period: First 100* therms per 30 day month at \$0.3796 per therm
All over 100 therms per 30 day month at \$0.2514 per therm

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

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

Supplier Charges

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

Other Charges for Delivery Service

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

Meter Account Charge

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

Terms and Conditions

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

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Neil Proudman

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MEP Commercial/Industrial Rate G-55

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

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

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

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

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

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ISSUED BY: /s/Neil Proudman

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Neil Proudman
TITLE: President

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NHPUC NO. 11 GAS
LIBERTY UTILITIES

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MEP Commercial/Industrial Rate G-56

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

Availability

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

Character of Service

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

Delivery Charge

Customer Charge Per Meter: \$7.7397 per day or \$232.19 per 30 day month

Winter Period: First 1000* therms per 30 day month at \$0.3270 per therm
All over 1000 therms per 30 day month at \$0.2215 per therm

Summer Period: First 1000* therms per 30 day month at \$0.2400 per therm
All over 1000 therms per 30 day month at \$0.1413 per therm

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

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

Supplier Charges

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

Other Charges for Delivery Service

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

Meter Account Charge

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

Terms and Conditions

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

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Neil Proudman

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TITLE: President

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MEP Commercial/Industrial Rate G-56

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

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

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

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

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

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

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

DATED: XXX XX, 2021

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

EFFECTIVE: August 1, 2021

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LIBERTY UTILITIES

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MEP Commercial/Industrial Rate G-57

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

Availability

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

Character of Service

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

Delivery Charge

Customer Charge Per Meter: \$34.1843 per day or \$1,025.53 per 30 day month

Winter Period: All therms per 30 day month at \$0.2286 per therm

Summer Period: All therms per 30 day month at \$0.1138 per therm

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

Supplier Charges

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

Other Charges for Delivery Service

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

Meter Account Charge

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

Terms and Conditions

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

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

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LIBERTY UTILITIES

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MEP Commercial/Industrial Rate G-57

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

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

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

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

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

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

DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman
TITLE: President

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NHPUC NO. 11 GAS
LIBERTY UTILITIES

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MEP Commercial/Industrial Rate G-58

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

Availability

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

Character of Service

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

Delivery Charge

Customer Charge Per Meter: \$34.1843 per day or \$1,025.53 per 30 day month

Winter Period: All therms per 30 day month at \$0.0871 per therm

Summer Period: All therms per 30 day month at \$0.0487 per therm

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

Supplier Charges

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

Other Charges for Delivery Service

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

Meter Account Charge

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

Terms and Conditions

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

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ISSUED BY: /s/Neil Proudman
Neil Proudman

EFFECTIVE: August 1, 2021

TITLE: President

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NHPUC NO. 11 GAS
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Outdoor Gas Lighting

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

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

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

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

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

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

21 OUTDOOR GAS LIGHTING

Availability

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

Rate Per Light Per Month

\$12.81

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

Account Charge

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

Terms and Conditions

Meters are read and bills are presented monthly.

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

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

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

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TITLE: President

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LIBERTY UTILITIES

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Firm Rate Schedule

22 FIRM RATE SCHEDULES - EXCLUDING KEENE CUSTOMERS

	Rates effective November 01, 2021 - April 30, 2022 Winter Period				Rates Effective August 1, 2021 - October 31, 2021 Summer Period			
	Delivery Charge	Cost of Gas Rate Page 96	LDAC Page 102	Total Rate	Delivery Charge	Cost of Gas Rate Page 93	LDAC Page 102	Total Rate
Residential Non Heating - R-1								
Customer Charge per Month per Meter	\$ 15.39			\$ 15.39	\$ 15.39			\$ 15.39
All Therms	\$ 0.4358	\$ 0.6050	\$ 0.0589	\$ 1.0997	\$ 0.4358	\$ 0.3935	\$ 0.0589	\$ 0.8882
Residential Heating - R-3								
Customer Charge per Month per Meter	\$ 15.39			\$ 15.39	\$ 15.39			\$ 15.39
Size of the first block	All Therms				All Therms			
All Therms	\$ 0.5985	\$ 0.6050	\$ 0.0589	\$ 1.2624	\$ 0.5985	\$ 0.3935	\$ 0.0589	\$ 1.0509
Residential Heating - R-4								
Customer Charge per Month per Meter	\$ 8.47			\$ 8.47	\$ 15.39			\$ 15.39
Size of the first block	All Therms				All Therms			
All Therms	\$ 0.3292	\$ 0.3328	\$ 0.0589	\$ 0.7209	\$ 0.5985	\$ 0.3935	\$ 0.0589	\$ 1.0509
Commercial/Industrial - G-41								
Customer Charge per Month per Meter	\$ 59.55			\$ 59.55	\$ 59.55			\$ 59.55
Size of the first block	100 therms				20 therms			
Therms in the first block per month at	\$ 0.4848	\$ 0.6031	\$ 0.0555	\$ 1.1434	\$ 0.4848	\$ 0.3886	\$ 0.0555	\$ 0.9289
All therms over the first block per month at	\$ 0.3309	\$ 0.6031	\$ 0.0555	\$ 0.9895	\$ 0.3309	\$ 0.3886	\$ 0.0555	\$ 0.7750
Commercial/Industrial - G-42								
Customer Charge per Month per Meter	\$ 178.61			\$ 178.61	\$ 178.61			\$ 178.61
Size of the first block	1000 therms				400 therms			
Therms in the first block per month at	\$ 0.4409	\$ 0.6031	\$ 0.0555	\$ 1.0995	\$ 0.4409	\$ 0.3886	\$ 0.0555	\$ 0.8850
All therms over the first block per month at	\$ 0.2988	\$ 0.6031	\$ 0.0555	\$ 0.9574	\$ 0.2988	\$ 0.3886	\$ 0.0555	\$ 0.7429
Commercial/Industrial - G-43								
Customer Charge per Month per Meter	\$ 765.51			\$ 765.51	\$ 765.51			\$ 765.51
All therms over the first block per month at	\$ 0.2717	\$ 0.6031	\$ 0.0555	\$ 0.9303	\$ 0.1295	\$ 0.3886	\$ 0.0555	\$ 0.5736
Commercial/Industrial - G-51								
Customer Charge per Month per Meter	\$ 59.57			\$ 59.57	\$ 59.57			\$ 59.57
Size of the first block	100 therms				100 therms			
Therms in the first block per month at	\$ 0.2920	\$ 0.6139	\$ 0.0555	\$ 0.9614	\$ 0.2920	\$ 0.3999	\$ 0.0555	\$ 0.7474
All therms over the first block per month at	\$ 0.1934	\$ 0.6139	\$ 0.0555	\$ 0.8628	\$ 0.1934	\$ 0.3999	\$ 0.0555	\$ 0.6488
Commercial/Industrial - G-52								
Customer Charge per Month per Meter	\$ 178.49			\$ 178.49	\$ 178.49			\$ 178.49
Size of the first block	1000 therms				1000 therms			
Therms in the first block per month at	\$ 0.2515	\$ 0.6139	\$ 0.0555	\$ 0.9209	\$ 0.1846	\$ 0.3999	\$ 0.0555	\$ 0.6400
All therms over the first block per month at	\$ 0.1704	\$ 0.6139	\$ 0.0555	\$ 0.8398	\$ 0.1087	\$ 0.3999	\$ 0.0555	\$ 0.5641
Commercial/Industrial - G-53								
Customer Charge per Month per Meter	\$ 788.87			\$ 788.87	\$ 788.87			\$ 788.87
All therms over the first block per month at	\$ 0.1758	\$ 0.6139	\$ 0.0555	\$ 0.8452	\$ 0.0875	\$ 0.3999	\$ 0.0555	\$ 0.5429
Commercial/Industrial - G-54								
Customer Charge per Month per Meter	\$ 788.87			\$ 788.87	\$ 788.87			\$ 788.87
All therms over the first block per month at	\$ 0.0670	\$ 0.6139	\$ 0.0555	\$ 0.7364	\$ 0.0374	\$ 0.3999	\$ 0.0555	\$ 0.4928

DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman
President

Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105

NHPUC NO. 11 GAS
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23 FIRM RATE SCHEDULES - KEENE CUSTOMERS

Rates effective November 01, 2021 - April 30, 2022 Winter Period Period					Rates Effective August 1, 2021 - October 31, 2021 Summer Period				
	Delivery Charge	Cost of Gas Rate Page 98	LDAC Page 102	Total Rate		Delivery Charge	Cost of Gas Rate Page 94	LDAC Page 102	Total Rate
Residential Non Heating - R-1									
Customer Charge per Month per Meter	\$ 15.39			\$ 15.39	\$ 15.39				\$ 15.39
All Therms	\$ 0.4358	\$ 0.9492	\$ 0.0589	\$ 1.4439	\$ 0.4358	\$ 1.2665	\$ 0.0589		\$ 1.7612
Residential Heating - R-3									
Customer Charge per Month per Meter	\$ 15.39			\$ 15.39	\$ 15.39				\$ 15.39
All Therms	\$ 0.5985	\$ 0.9492	\$ 0.0589	\$ 1.6066	\$ 0.5985	\$ 1.2665	\$ 0.0589		\$ 1.9239
Residential Heating - R-4									
Customer Charge per Month per Meter	\$ 8.47			\$ 8.47	\$ 15.39				\$ 15.39
All Therms	\$ 0.3292	\$ 0.9492	\$ 0.0589	\$ 1.3373	\$ 0.5985	\$ 1.2665	\$ 0.0589		\$ 1.9239
Commercial/Industrial - G-41									
Customer Charge per Month per Meter	\$ 59.55			\$ 59.55	\$ 59.55				\$ 59.55
Size of the first block	100 therms				20 therms				
Therms in the first block per month at	\$ 0.4848	\$ 0.9492	\$ 0.0555	\$ 1.4895	\$ 0.4848	\$ 1.2665	\$ 0.0555		\$ 1.8068
All therms over the first block per month at	\$ 0.3309	\$ 0.9492	\$ 0.0555	\$ 1.3356	\$ 0.3309	\$ 1.2665	\$ 0.0555		\$ 1.6529
Commercial/Industrial - G-42									
Customer Charge per Month per Meter	\$ 178.61			\$ 178.61	\$ 178.61				\$ 178.61
Size of the first block	1000 therms				400 therms				
Therms in the first block per month at	\$ 0.4409	\$ 0.9492	\$ 0.0555	\$ 1.4456	\$ 0.4409	\$ 1.2665	\$ 0.0555		\$ 1.7629
All therms over the first block per month at	\$ 0.2988	\$ 0.9492	\$ 0.0555	\$ 1.3035	\$ 0.2988	\$ 1.2665	\$ 0.0555		\$ 1.6208
Commercial/Industrial - G-43									
Customer Charge per Month per Meter	\$ 765.51			\$ 765.51	\$ 765.51				\$ 765.51
All therms	\$ 0.2717	\$ 0.9492	\$ 0.0555	\$ 1.2764	\$ 0.1295	\$ 1.2665	\$ 0.0555		\$ 1.4515
Commercial/Industrial - G-51									
Customer Charge per Month per Meter	\$ 59.57			\$ 59.57	\$ 59.57				\$ 59.57
Size of the first block	100 therms				100 therms				
Therms in the first block per month at	\$ 0.2920	\$ 0.9492	\$ 0.0555	\$ 1.2967	\$ 0.2920	\$ 1.2665	\$ 0.0555		\$ 1.6140
All therms over the first block per month at	\$ 0.1934	\$ 0.9492	\$ 0.0555	\$ 1.1981	\$ 0.1934	\$ 1.2665	\$ 0.0555		\$ 1.5154
Commercial/Industrial - G-52									
Customer Charge per Month per Meter	\$ 178.49			\$ 178.49	\$ 178.49				\$ 178.49
Size of the first block	1000 therms				1000 therms				
Therms in the first block per month at	\$ 0.2515	\$ 0.9492	\$ 0.0555	\$ 1.2562	\$ 0.1846	\$ 1.2665	\$ 0.0555		\$ 1.5066
All therms over the first block per month at	\$ 0.1704	\$ 0.9492	\$ 0.0555	\$ 1.1751	\$ 0.1087	\$ 1.2665	\$ 0.0555		\$ 1.4307
Commercial/Industrial - G-53									
Customer Charge per Month per Meter	\$ 788.87			\$ 788.87	\$ 788.87				\$ 788.87
All therms over the first block per month at	\$ 0.1758	\$ 0.9492	\$ 0.0555	\$ 1.1805	\$ 0.0875	\$ 1.2665	\$ 0.0555		\$ 1.4095
Commercial/Industrial - G-54									
Customer Charge per Month per Meter	\$ 788.87			\$ 788.87	\$ 788.87				\$ 788.87
All therms over the first block per month at	\$ 0.0670	\$ 0.9492	\$ 0.0555	\$ 1.0717	\$ 0.0374	\$ 1.2665	\$ 0.0555		\$ 1.3594

DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman
President

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NHPUC NO. 11 GAS
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24 FIRM RATE SCHEDULES - MANAGED EXPANSION PROGRAM-EXCLUDING KEENE CUSTOMERS

	Rates effective November 01, 2021 - April 30, 2022 Winter Period				Rates Effective August 1, 2021 - October 31, 2021 Summer Period			
	Delivery Charge	Cost of Gas Rate Page 96	LDAC Page 102	Total Rate	Delivery Charge	Cost of Gas Rate Page 93	LDAC Page 102	Total Rate
Residential Non Heating - R-5								
Customer Charge per Month per Meter	\$ 20.01			\$ 20.01	\$ 20.01			\$ 20.01
All Therms	\$ 0.5666	\$ 0.6050	\$ 0.0589	\$ 1.2305	\$ 0.5666	\$ 0.3935	\$ 0.0589	\$ 1.0190
Residential Heating - R-6								
Customer Charge per Month per Meter	\$ 20.01			\$ 20.01	\$ 20.01			\$ 20.01
Size of the first block	all therms				all therms			
Therms in the first block per month at	\$ 0.7780	\$ 0.6050	\$ 0.0589	\$ 1.4419	\$ 0.7780	\$ 0.3935	\$ 0.0589	\$ 1.2304
Residential Heating - R-7								
Customer Charge per Month per Meter	\$ 11.01			\$ 11.01	\$ 20.01			\$ 20.01
Size of the first block	all therms				all therms			
Therms in the first block per month at	\$ 0.4279	\$ 0.6050	\$ 0.0589	\$ 1.0918	\$ 0.7780	\$ 0.3935	\$ 0.0589	\$ 1.2304
Commercial/Industrial - G-44								
Customer Charge per Month per Meter	\$ 77.41			\$ 77.41	\$ 77.41			\$ 77.41
Size of the first block	100 therms				20 therms			
Therms in the first block per month at	\$ 0.6302	\$ 0.6031	\$ 0.0555	\$ 1.2888	\$ 0.6302	\$ 0.3886	\$ 0.0555	\$ 1.0743
All therms over the first block per month at	\$ 0.4302	\$ 0.6031	\$ 0.0555	\$ 1.0888	\$ 0.4302	\$ 0.3886	\$ 0.0555	\$ 0.8743
Commercial/Industrial - G-45								
Customer Charge per Month per Meter	\$ 232.19			\$ 232.19	\$ 232.19			\$ 232.19
Size of the first block	1000 therms				400 therms			
Therms in the first block per month at	\$ 0.5732	\$ 0.6031	\$ 0.0555	\$ 1.2318	\$ 0.5732	\$ 0.3886	\$ 0.0555	\$ 1.0173
All therms over the first block per month at	\$ 0.3884	\$ 0.6031	\$ 0.0555	\$ 1.0470	\$ 0.3884	\$ 0.3886	\$ 0.0555	\$ 0.8325
Commercial/Industrial - G-46								
Customer Charge per Month per Meter	\$ 995.16			\$ 995.16	\$ 995.16			\$ 995.16
All therms over the first block per month at	\$ 0.3532	\$ 0.6031	\$ 0.0555	\$ 1.0118	\$ 0.1684	\$ 0.3886	\$ 0.0555	\$ 0.6125
Commercial/Industrial - G-55								
Customer Charge per Month per Meter	\$ 77.41			\$ 77.41	\$ 77.41			\$ 77.41
Size of the first block	100 therms				100 therms			
Therms in the first block per month at	\$ 0.3796	\$ 0.6139	\$ 0.0555	\$ 1.0490	\$ 0.3796	\$ 0.3999	\$ 0.0555	\$ 0.8350
All therms over the first block per month at	\$ 0.2514	\$ 0.6139	\$ 0.0555	\$ 0.9208	\$ 0.2514	\$ 0.3999	\$ 0.0555	\$ 0.7068
Commercial/Industrial - G-56								
Customer Charge per Month per Meter	\$ 232.19			\$ 232.19	\$ 232.19			\$ 232.19
Size of the first block	1000 therms				1000 therms			
Therms in the first block per month at	\$ 0.3270	\$ 0.6139	\$ 0.0555	\$ 0.9964	\$ 0.2400	\$ 0.3999	\$ 0.0555	\$ 0.6954
All therms over the first block per month at	\$ 0.2215	\$ 0.6139	\$ 0.0555	\$ 0.8909	\$ 0.1413	\$ 0.3999	\$ 0.0555	\$ 0.5967
Commercial/Industrial - G-57								
Customer Charge per Month per Meter	\$ 1,025.53			\$ 1,025.53	\$ 1,025.53			\$ 1,025.53
All therms over the first block per month at	\$ 0.2286	\$ 0.6139	\$ 0.0555	\$ 0.8980	\$ 0.1138	\$ 0.3999	\$ 0.0555	\$ 0.5692
Commercial/Industrial - G-58								
Customer Charge per Month per Meter	\$ 1,025.53			\$ 1,025.53	\$ 1,025.53			\$ 1,025.53
All therms over the first block per month at	\$ 0.0871	\$ 0.6139	\$ 0.0555	\$ 0.7565	\$ 0.0487	\$ 0.3999	\$ 0.0555	\$ 0.5041

DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman
President

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NHPUC NO. 11 GAS
LIBERTY UTILITIES

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Firm Rate Schedule

25 FIRM RATE SCHEDULES – OUTDOOR GAS LIGHTING

Outdoor Gas Lighting	
Per Light Per Month	\$12.81

DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

TITLE: Neil Proudman
President

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NHPUC NO. 11 GAS
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Summer Cost of Gas

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

Anticipated Cost of Gas

PERIOD COVERED: SUMMER PERIOD, MAY 1, 2021 THROUGH OCTOBER 31, 2021
(REFER TO TEXT IN SECTION 16 COST OF GAS CLAUSE)

(Col 1)	(Col 2)	(Col 3)
<u>ANTICIPATED DIRECT COST OF GAS</u>		
Purchased Gas:		
Demand Costs:	\$ 2,868,280	
Supply Costs:	4,387,278	
Storage Gas:		
Demand, Capacity:	\$ -	
Commodity Costs:	-	
Produced Gas:	\$ 29,014	
Hedged Contract (Savings)/Loss	\$ -	
Unadjusted Anticipated Cost of Gas		\$ 7,284,571
Adjustments:		
Prior Period (Over)/Under Recovery (as of April 30, 2019)	\$ 105,886	
Interest	(3,492)	
Prior Period Adjustments	-	
Broker Revenues	-	
Refunds from Suppliers	-	
Fuel Financing	-	
Transportation CGA Revenues	-	
Interruptible Sales Margin	-	
Capacity Release Margin	-	
Hedging Costs	-	
Fixed Price Option Administrative Costs	-	
Total Adjustments		<u>102,394</u>
Total Anticipated Direct Cost of Gas		\$ 7,386,965
Anticipated Indirect Cost of Gas		
Working Capital:		
Total Unadjusted Anticipated Cost of Gas 05/01/19 - 10/31/19)	\$ 7,284,571	
Working Capital Rate - Lead Lag Days / 365	0.0391	
Prime Rate	3.25%	
Working Capital Percentage	0.127%	
Working Capital	\$ 9,258	
Plus: Working Capital Reconciliation (Acct 1163-1424)	<u>(13,709)</u>	
Total Working Capital Allowance		\$ (4,451)
Bad Debt:		
Total Unadjusted Anticipated Cost of Gas 05/01/19 - 10/31/19)	\$ 7,284,571	
Less: Refunds	-	
Plus: Total Working Capital	(4,451)	
Plus: Prior Period (Over)/Under Recovery	<u>105,886</u>	
Subtotal	\$ 7,386,006	
Bad Debt Percentage	<u>1.11%</u>	
Bad Debt Allowance	\$ 81,985	
Plus: Bad Debt Reconciliation (Acct 1163-1754)	<u>(326,326)</u>	
Total Bad Debt Allowance		(244,341)
Production and Storage Capacity		-
Miscellaneous Overhead (05/01/19 - 10/31/19)	\$ 13,170	
Times Summer Sales	22,004	
Divided by Total Sales	<u>111,369</u>	
Miscellaneous Overhead		<u>2,602</u>
Total Anticipated Indirect Cost of Gas		\$ (246,190)
Total Cost of Gas		\$ 7,140,775

DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman
President

Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105

NHPUC NO. 11 GAS
LIBERTY UTILITIES

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Summer Cost of Gas

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

CALCULATION OF FIRM SALES COST OF GAS RATE
PERIOD COVERED: SUMMER PERIOD, MAY 1, 2021 THROUGH OCTOBER 31, 2021
(Refer to Text in Section 16 Cost of Gas Clause)

(Col 1)	(Col 2)	(Col 3)
Total Anticipated Direct Cost of Gas	\$ 7,386,966	
Projected Prorated Sales (05/01/20 - 10/31/20)	22,681,422	
Direct Cost of Gas Rate		\$ 0.3257 per therm
Demand Cost of Gas Rate	\$ 2,868,280	\$ 0.1265 per therm
Commodity Cost of Gas Rate	4,416,292	\$ 0.1947 per therm
Adjustment Cost of Gas Rate	102,394	\$ 0.0045 per therm
Total Direct Cost of Gas Rate	\$ 7,386,966	\$ 0.3257 per therm
Total Anticipated Indirect Cost of Gas	\$ (246,190)	
Projected Prorated Sales (05/01/20 - 10/31/20)	22,681,422	
Indirect Cost of Gas		\$ (0.0109) per therm
TOTAL PERIOD AVERAGE COST OF GAS EFFECTIVE 05/01/21		\$ 0.3148 per therm
RESIDENTIAL COST OF GAS RATE - 05/01/2021 Approved in Order No 26,419 in DG 20-141	COGsr	\$ 0.3148 /therm
Change in rate due to change in under/over recovery		\$ 0.0787
RESIDENTIAL COST OF GAS RATE - 05/01/2021	COGsr	\$ 0.3935 /therm
Change in rate due to change in under/over recovery		\$ -
RESIDENTIAL COST OF GAS RATE - 06/01/2021	COGsr	\$ 0.3935 /therm
Change in rate due to change in under/over recovery		\$ -
RESIDENTIAL COST OF GAS RATE - 07/01/2021	COGsr	\$ 0.3935 /therm
Change in rate due to change in under/over recovery		\$ -
RESIDENTIAL COST OF GAS RATE - 08/01/2021	COGsr	\$ 0.3935 /therm
Change in rate due to change in under/over recovery		\$ -
RESIDENTIAL COST OF GAS RATE - 09/01/2021	COGsr	\$ 0.3935 /therm
Change in rate due to change in under/over recovery		\$ -
RESIDENTIAL COST OF GAS RATE - 10/01/2021	COGsr	\$ 0.3935 /therm
Maximum (COG + 25%)		\$ 0.3935
COM/IND LOW WINTER USE COST OF GAS RATE - 05/01/2021 Approved in Order No 26,419 in DG 20-141	COGal	\$ 0.3199 /therm
Change in rate due to change in under/over recovery		\$ 0.0800
COM/IND LOW WINTER USE COST OF GAS RATE - 05/01/2021	COGal	\$ 0.3999 /therm
Change in rate due to change in under/over recovery		\$ -
COM/IND LOW WINTER USE COST OF GAS RATE - 06/01/2021	COGal	\$ 0.3999 /therm
Change in rate due to change in under/over recovery		\$ -
COM/IND LOW WINTER USE COST OF GAS RATE - 07/01/2021	COGal	\$ 0.3999 /therm
Change in rate due to change in under/over recovery		\$ -
COM/IND LOW WINTER USE COST OF GAS RATE - 08/01/2021	COGal	\$ 0.3999 /therm
Change in rate due to change in under/over recovery		\$ -
COM/IND LOW WINTER USE COST OF GAS RATE - 09/01/2021	COGal	\$ 0.3999 /therm
Change in rate due to change in under/over recovery		\$ -
COM/IND LOW WINTER USE COST OF GAS RATE - 10/01/2021	COGal	\$ 0.3999 /therm
Average Demand Cost of Gas Rate Effective 05/01/20	\$ 0.1265	
Times: Low Winter Use Ratio (Summer)	1.0620	Maximum (COG + 25%) \$ 0.3999
Times: Correction Factor	0.9798	
Adjusted Demand Cost of Gas Rate	\$ 0.1316	
Commodity Cost of Gas Rate	\$ 0.1947	
Adjustment Cost of Gas Rate	0.0045	
Indirect Cost of Gas Rate	(0.0109)	
Adjusted Com/Ind Low Winter Use Cost of Gas Rate	\$ 0.3199	
COM/IND HIGH WINTER USE COST OF GAS RATE - 05/01/2021	COGsh	\$ 0.3109 /therm
Change in rate due to change in under/over recovery		\$ 0.0777
COM/IND HIGH WINTER USE COST OF GAS RATE - 05/01/2021	COGsh	\$ 0.3886 /therm
Change in rate due to change in under/over recovery		\$ -
COM/IND HIGH WINTER USE COST OF GAS RATE - 06/01/2021	COGsh	\$ 0.3886 /therm
Change in rate due to change in under/over recovery		\$ -
COM/IND HIGH WINTER USE COST OF GAS RATE - 07/01/2021	COGal	\$ 0.3886 /therm
Change in rate due to change in under/over recovery		\$ -
COM/IND HIGH WINTER USE COST OF GAS RATE - 08/01/2021	COGal	\$ 0.3886 /therm
Change in rate due to change in under/over recovery		\$ -
COM/IND HIGH WINTER USE COST OF GAS RATE - 09/01/2021	COGal	\$ 0.3886 /therm
Change in rate due to change in under/over recovery		\$ -
COM/IND HIGH WINTER USE COST OF GAS RATE - 10/01/2021	COGal	\$ 0.3886 /therm
Average Demand Cost of Gas Rate Effective 05/01/20	\$ 0.1265	
Times: High Winter Use Ratio (Summer)	0.9890	Maximum (COG + 25%) \$ 0.3886
Times: Correction Factor	0.9798	
Adjusted Demand Cost of Gas Rate	\$ 0.1226	
Commodity Cost of Gas Rate	\$ 0.1947	
Adjustment Cost of Gas Rate	0.0045	
Indirect Cost of Gas Rate	(0.0109)	
Adjusted Com/Ind High Winter Use Cost of Gas Rate	\$ 0.3109	

DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

TITLE: President

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NHPUC NO. 11 GAS
LIBERTY UTILITIES

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Summer Cost of Gas

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

Period Covered: Summer Period May 1, 2021, through October 31, 2021

Projected Gas Sales - therms	311,740
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Total Anticipated Cost of Sendout	\$391,714
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Add: Prior Period Deficiency Uncollected	\$0
Interest	\$0

Deduct: Prior Period Excess Collected	(\$23,223)
Interest	\$18

Prior Period Adjustments and Interest	(\$23,205)
---------------------------------------	------------

Total Anticipated Cost	<u>\$368,509</u>
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Cost of Gas Rate - Beginning Period (per therm)	<u>\$1.1821</u>
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Mid Period Adjustment - June 1, 2021	\$0.0844
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Mid Period Adjustment - July 1, 2021	\$0.2015
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Mid Period Adjustment - August 1, 2021	
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Mid Period Adjustment - September 1, 2021	
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Mid Period Adjustment - October 1, 2021	
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Revised Cost of Gas Rate - Effective July 1, 2021 (per therm)	<u>\$1.4680</u>
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Pursuant to tariff section 17(d), the Company may adjust the approved cost of gas rate upward on a monthly basis to the following rate:

Maximum Cost of Gas Rate (per therm)	<u>\$1.4776</u>
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DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

TITLE: Neil Proudman
President

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NHPUC NO. 11 GAS
LIBERTY UTILITIES

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Winter Cost of Gas

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

II. RATE SCHEDULES			
CALCULATION OF FIXED WINTER PERIOD COST OF GAS RATE			
PERIOD COVERED: WINTER PERIOD, NOVEMBER 1, 2020 THROUGH APRIL 30, 2021 (Refer to Text in Section 17(A) Fixed Price Option Program)			
(Col 1)	(Col 2)	(Col 3)	
1 Total Anticipated Direct Cost of Gas	\$46,922,854		
2 Projected Prorated Sales (11/01/20 - 04/30/21)	88,213,529		
3 Direct Cost of Gas Rate		\$ 0.5319	per therm
4 Demand Cost of Gas Rate	\$12,978,688	\$ 0.1471	per therm
5 Commodity Cost of Gas Rate	32,931,719	\$ 0.3733	per therm
6 Adjustment Cost of Gas Rate	1,012,447	\$ 0.0115	per therm
7 Total Direct Cost of Gas Rate	\$46,922,854	\$ 0.5319	per therm
8 Total Anticipated Indirect Cost of Gas	\$ 2,220,114		
9 Projected Prorated Sales (11/01/20 - 04/30/21)	88,213,529		
10 Indirect Cost of Gas		\$ 0.0252	per therm
11 TOTAL PERIOD AVERAGE COST OF GAS EFFECTIVE (11/01/19)		\$ 0.5571	
12 <u>Calculation of FPO Excluding Low Income - Rate Code R-3</u>			
13 TOTAL PERIOD AVERAGE COST OF GAS EFFECTIVE (11/01/19)		\$ 0.5571	
14 FPO Risk Premium		\$ 0.0200	
15 TOTAL PERIOD FIXED PRICE OPTION COST OF GAS RATE EFFECTIVE (11/01/19)		\$ 0.5771	
16 RESIDENTIAL COST OF GAS RATE - EXCLUDING LOW INCOME - (R-3) 11/01/20	COGwr	\$ 0.5771	/therm
17 <u>Calculation of FPO for Gas Assistance Program - Rate Code R-4</u>			
18 TOTAL PERIOD AVERAGE COST OF GAS EFFECTIVE (11/01/20) FPO (Line 13 * 0.55)		\$ 0.3064	
19 FPO Risk Premium (Line 14 * 0.55)		\$ 0.0110	
20 TOTAL PERIOD FIXED PRICE OPTION COST OF GAS RATE EFFECTIVE (11/01/19) (Line 15 * 0.55)		\$ 0.3174	
21 RESIDENTIAL COST OF GAS RATE - LOW INCOME - (R-4) 11/01/20	COGwr	\$ 0.3174	/therm

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ISSUED BY: /s/Neil Proudman

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Neil Proudman
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Winter Cost of Gas

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

CALCULATION OF FIRM SALES COST OF GAS RATE			
PERIOD COVERED: WINTER PERIOD, NOVEMBER 1, 2020 THROUGH APRIL 30, 2021			
(Refer to Text in Section 16 Cost of Gas Clause)			
(Col 1)	(Col 2)	(Col 3)	
Total Anticipated Direct Cost of Gas	\$ 46,922,854		
Projected Prorated Sales (11/01/2020 - 04/30/21)	88,213,529		
Direct Cost of Gas Rate		\$ 0.5319	per therm
Demand Cost of Gas Rate	\$ 12,978,688	\$ 0.1471	per therm
Commodity Cost of Gas Rate	32,931,719	\$ 0.3733	per therm
Adjustment Cost of Gas Rate	1,012,447	\$ 0.0115	per therm
Total Direct Cost of Gas Rate	\$ 46,922,854	\$ 0.5319	per therm
Total Anticipated Indirect Cost of Gas	\$ 2,220,114		
Projected Prorated Sales (11/01/20 - 04/30/21)	88,213,529		
Indirect Cost of Gas		\$ 0.0252	per therm
TOTAL PERIOD AVERAGE COST OF GAS EFFECTIVE 11/01/20		\$ 0.5571	per therm
RESIDENTIAL COST OF GAS RATE - EXCLUDING LOW INCOME - 11/01/20	COGwr	\$ 0.5571	/therm
Change in rate due to change in under/over recovery		\$ -	
RESIDENTIAL COST OF GAS RATE - 12/01/2020	COGsr	\$ 0.5571	/therm
Change in Rate due to change in under/over recovery		\$ (0.0907)	
RESIDENTIAL COST OF GAS RATE - 01/01/2021	COGwr	\$ 0.4664	/therm
Change in Rate due to change in under/over recovery		\$ (0.0388)	
RESIDENTIAL COST OF GAS RATE - 02/01/2021	COGwr	\$ 0.4276	/therm
Change in Rate due to change in under/over recovery		\$ 0.0880	
RESIDENTIAL COST OF GAS RATE - 03/01/2021	COGwr	\$ 0.5156	/therm
Change in Rate due to change in under/over recovery		\$ 0.0894	
RESIDENTIAL COST OF GAS RATE - 04/01/2021	COGwr	\$ 0.6050	/therm
Maximum (COG + 25%)		\$ 0.6964	
GAS ASSISTANCE PLAN RESIDENTIAL COST OF GAS RATE R-4 - 11/01/20	COGwr	\$ 0.3064	/therm
Change in rate due to change in under/over recovery		\$ -	
RESIDENTIAL COST OF GAS RATE - 12/01/2020	COGsr	\$ 0.3064	/therm
Change in Rate due to change in under/over recovery		\$ (0.0499)	
RESIDENTIAL COST OF GAS RATE - 01/01/2021	COGwr	\$ 0.2565	/therm
Change in Rate due to change in under/over recovery		\$ (0.0213)	
RESIDENTIAL COST OF GAS RATE - 2/1/2021	COGwr	\$ 0.2362	/therm
Change in Rate due to change in under/over recovery		\$ 0.0484	
RESIDENTIAL COST OF GAS RATE - 3/1/2021	COGwr	\$ 0.2836	/therm
Change in Rate due to change in under/over recovery		\$ 0.0492	
RESIDENTIAL COST OF GAS RATE - 4/1/2021	COGwr	\$ 0.3328	/therm
Maximum (COG + 25%)		\$ 0.3830	
C&I LOW WINTER USE COST OF GAS RATE - 11/01/20	COGwl	\$ 0.5660	/therm
Change in rate due to change in under/over recovery		\$ -	
C&I LOW WINTER USE COST OF GAS RATE - 12/01/2020	COGsl	\$ 0.5660	/therm
Change in Rate due to change in under/over recovery		\$ (0.0907)	
C&I LOW WINTER USE COST OF GAS RATE - 01/01/2021	COGsl	\$ 0.4753	/therm
Change in Rate due to change in under/over recovery		\$ (0.0388)	
C&I LOW WINTER USE COST OF GAS RATE - 2/01/2021	COGsl	\$ 0.4365	/therm
Change in Rate due to change in under/over recovery		\$ 0.0880	
C&I LOW WINTER USE COST OF GAS RATE - 3/01/2021	COGsl	\$ 0.5245	/therm
Change in Rate due to change in under/over recovery		\$ 0.0894	
C&I LOW WINTER USE COST OF GAS RATE - 4/01/2021	COGsl	\$ 0.6139	/therm
Average Demand Cost of Gas Rate Effective 11/01/20	\$ 0.1471		
Times: Low Winter Use Ratio (Winter)	1.0620	Maximum (COG + 25%)	\$ 0.7075
Times: Correction Factor	0.9984		
Adjusted Demand Cost of Gas Rate	\$ 0.1560		
Commodity Cost of Gas Rate	\$ 0.3733		
Adjustment Cost of Gas Rate	\$ 0.0115		
Indirect Cost of Gas Rate	\$ 0.0252		
Adjusted C&I Low Winter Use Cost of Gas Rate	\$ 0.5660		
C&I HIGH WINTER USE COST OF GAS RATE - 11/01/20	COGwh	\$ 0.5552	/therm
Change in rate due to change in under/over recovery		\$ -	
C&I HIGH WINTER USE COST OF GAS RATE - 12/01/2020	COGsh	\$ 0.5552	/therm
Change in Rate due to change in under/over recovery		\$ (0.0907)	
C&I HIGH WINTER USE COST OF GAS RATE - 01/01/2021	COGwh	\$ 0.4645	/therm
Change in Rate due to change in under/over recovery		\$ (0.0388)	
C&I HIGH WINTER USE COST OF GAS RATE - 2/01/2021	COGwh	\$ 0.4257	/therm
Change in Rate due to change in under/over recovery		\$ 0.0880	
C&I HIGH WINTER USE COST OF GAS RATE - 3/01/2021	COGwh	\$ 0.5137	/therm
Change in Rate due to change in under/over recovery		\$ 0.0894	
C&I HIGH WINTER USE COST OF GAS RATE - 4/01/2021	COGwh	\$ 0.6031	/therm
Average Demand Cost of Gas Rate Effective 11/01/20	\$ 0.1471		
Times: High Winter Use Ratio (Winter)	0.9890	Maximum (COG + 25%)	\$ 0.6941
Times: Correction Factor	0.9984		
Adjusted Demand Cost of Gas Rate	\$ 0.1452		
Commodity Cost of Gas Rate	\$ 0.3733		
Adjustment Cost of Gas Rate	\$ 0.0115		
Indirect Cost of Gas Rate	\$ 0.0252		
Adjusted C&I High Winter Use Cost of Gas Rate	\$ 0.5552		

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Neil Proudman
President

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31. ANTICIPATED COST OF GAS - EXCLUDING KEENE CUSTOMERS

Anticipated Cost of Gas		
PERIOD COVERED: WINTER PERIOD, NOVEMBER 1, 2020 THROUGH APRIL 30, 2021		
(REFER TO TEXT ON IN SECTION 16 COST OF GAS CLAUSE)		
(Col 1)	(Col 2)	(Col 3)
ANTICIPATED DIRECT COST OF GAS		
Purchased Gas:		
Demand Costs:	\$ 12,022,922	
Supply Costs:	28,276,980	
Storage Gas:		
Demand, Capacity:	\$ 955,766	
Commodity Costs:	3,064,149	
Produced Gas:	1,590,589	
Hedged Contract (Saving)/Loss	-	
Hedge Underground Storage Contract (Saving)/Loss	-	
Unadjusted Anticipated Cost of Gas		\$ 45,910,407
Adjustments:		
Prior Period (Over)/Under Recovery (as of 05/01/20)	\$ 2,227,421	
Interest	72,812	
Fuel Inventory Revenue Requirement	441,037	
Broker Revenues	(32,725)	
Refunds from Suppliers	-	
Fuel Financing	-	
Transportation CGA Revenues	(4,516)	
Interruptible Sales Margin	-	
Capacity Release and Off System Sales Margins	(1,736,581)	
Hedging Costs	-	
Fixed Price Option Administrative Costs	45,000	
Total Adjustments		<u>1,012,447</u>
Total Anticipated Direct Cost of Gas		\$ 46,922,854
Anticipated Indirect Cost of Gas		
Working Capital:		
Total Unadjusted Anticipated Cost of Gas 11/01/20 - 04/30/21	\$ 45,910,407	
Working Capital Rate: Lead Lag Days / 365	0.0391	
Prime Rate	3.25%	
Working Capital Percentage	<u>0.127%</u>	
Working Capital	\$ 58,347	
Plus: Working Capital Reconciliation (Acct 142.20)	(66,837)	
Total Working Capital Allowance		(8,490)
Bad Debt:		
Total Unadjusted Anticipated Cost of Gas 11/01/20 - 04/30/21	\$ 45,910,407	
Less: Refunds	-	
Plus: Total Working Capital	(8,490)	
Plus: Prior Period (Over)/Under Recovery	<u>2,227,421</u>	
Subtotal	\$ 48,129,338	
Bad Debt Percentage	<u>1.11%</u>	
Bad Debt Allowance	\$ 534,236	
Plus: Bad Debt Reconciliation (Acct 175.52)	(296,628)	
Total Bad Debt Allowance		\$ 237,608
Production and Storage Capacity		\$ 1,980,428
Miscellaneous Overhead 11/01/20 - 04/30/21	\$ 13,170	
Times Winter Sales	89,365	
Divided by Total Sales	<u>111,369</u>	
Miscellaneous Overhead		<u>10,568</u>
Total Anticipated Indirect Cost of Gas		\$ 2,220,114
Total Cost of Gas		<u>\$ 49,142,968</u>

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ISSUED BY: /s/Neil Proudman

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Neil Proudman
TITLE: President

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Winter Cost of Gas

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

Calculation of the Cost of Gas Rate

Period Covered: Winter Period November 1, 2020 through April 30, 2021

Projected Gas Sales - therms 1,108,419

Total Calculated Cost of Gas Sendout	\$1,310,950
CNG Costs Not Included In Cost of Gas Rate	(\$204,754)
Total Anticipated Cost of Gas Sendout	\$1,106,196

Add:	Prior Period Deficiency Uncollected Interest	\$30,171
		\$136

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

Prior Period Adjustments and Interest \$30,307

Total Anticipated Cost	\$1,136,503
Costs Adjusted per Order No. 26,428 in Docket No. DG 20-152 dated December 02, 2020	

Cost of Gas Rate

	Excluding Gas Assistance Program	Gas Assistance Program
Non-Fixed Price Option Cost of Gas Rate - Beginning Period (per therm)	\$1.0253	\$0.5639
Mid Period Adjustment - December 01, 2020	\$0.0000	\$0.0000
Mid Period Adjustment - January 01, 2021	(\$0.0283)	(\$0.0156)
Mid Period Adjustment - February 01, 2021	(\$0.0042)	(\$0.0023)
Mid Period Adjustment - March 01, 2021	\$0.0000	\$0.0000
Mid Period Adjustment - April 01, 2021	\$0.2888	\$0.1588
Revised Non-Fixed Price Option Cost of Gas Rate - Effective April 1, 2021 (per therm)	\$1.2816	\$0.7048
Fixed Price Option Cost of Gas Rate (per therm) November 2020	\$1.2300	\$0.6765
Fixed Price Option Cost of Gas Rate (per therm) December 2020-April 2021	\$1.0277	\$0.5652

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

Maximum Cost of Gas Rate - Non-Fixed Price Option (per therm)	\$1.2816	\$0.7049
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Firm Transportation Cost of Gas

33. CALCULATION OF FIRM TRANSPORTATION COST OF GAS RATE

II. RATE SCHEDULES

Calculation of Firm Transportation Cost of Gas Rate

PERIOD COVERED: WINTER PERIOD, NOVEMBER 1, 2020 THROUGH APRIL 30, 2021

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

(Col 1)	(Col 2)	(Col 3)	(Col 4)
ANTICIPATED COST OF SUPPLEMENTAL GAS SUPPLIES:			
PROPANE	\$ 568,511		
LNG	<u>1,022,078</u>		
TOTAL ANTICIPATED COST OF SUPPLEMENTAL GAS SUPPLIES	1,590,589		
ESTIMATED PERCENTAGE USED FOR PRESSURE SUPPORT PURPOSES	<u>8.7%</u>		
ESTIMATED COST OF LIQUIDS USED FOR PRESSURE SUPPORT PURPOSES	<u>\$ 138,381</u>		
PROJECTED FIRM THROUGHPUT (THERMS):			
FIRM SALES	89,364,968	67.8%	
FIRM TRANSPORTATION SUBJECT TO FTCG	<u>42,456,275</u>	<u>32.2%</u>	
TOTAL FIRM THROUGHPUT SUBJECT TO COST OF GAS CHARGE	131,821,243	100.0%	
TRANSPORTATION SHARE OF SUPPLEMENTAL GAS SUPPLIES	32.2%	x	\$ 138,381 = \$ 44,569
PRIOR (OVER) OR UNDER COLLECTION			<u>(40,053)</u>
NET AMOUNT TO COLLECT FROM (RETURNED TO) TRANSPORTATION CUSTOMERS			\$ 4,516
PROJECTED FIRM TRANSPORTATION THROUGHPUT			42,456,275
FIRM TRANSPORTATION COST OF GAS			\$ 0.0001

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TITLE: President

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NHPUC NO. 11 GAS
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Environmental Surcharge

34. ENVIRONMENTAL SURCHARGE - MANUFACTURED GAS PLANTS

Environmental Surcharge - Manufactured Gas Plants

Manufactured Gas Plants

Required Annual Environmental Increase	\$2,864,179
First one-third of prior period under recoveries (through June 2019)	\$341,389
July 2019 - June 2020 recovery difference between actual and estimate	\$338,564
Environmental Subtotal	\$3,544,132
Overall Annual Net Increase to Rates	\$3,544,132
Estimated weather normalized firm therms billed for the twelve months ended 10/31/20 - sales and transportation	179,574,679 therms
Surcharge per therm	<u>\$0.0197</u> per therm
<u>Total Environmental Surcharge</u>	<u>\$0.0197</u>

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TITLE: Neil Proudman
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NHPUC NO. 11GAS
LIBERTY UTILITIES

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Rate Case Expense

35 RATE CASE EXPENSE AND RECOUPMENT FACTOR CALCULATION

Liberty Utilities (Energy North Natural Gas) Corp. d/b/a Liberty
Local Delivery Adjustment Charge (LDAC) increase due to Rate Case Expense and Recoupment
For LDAC effective November 1, 2020 - October 31, 2021

Rate Case Expense Remaining from Docket No. DG 17-048	\$87,069
Recoupment Remaining from Docket No. DG 17-048	<u>\$0</u>
July 1, 2020 Balance	\$87,069
Plus Estimated Interest from July 2020 through October 2020	\$745
Minus Estimated Recoveries from July 2020 through October 2020	<u>(\$43,733)</u>
Total Estimated Remaining Recovery As of November 1, 2020	\$44,081
Estimated November 2019 - October 2020 Interest	<u>\$538</u>
Total Remaining Recovery	\$44,619
Estimated November 2020 - October 2021 Sales (therms)	179,574,679
RCE & Recoupment rate per therm November 2020 - October 2021	\$0.0002

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LDAC

36 LOCAL DISTRIBUTION ADJUSTMENT CLAUSE CALCULATION

Local Delivery Adjustment Charge Calculation

		Sales Customers	Transportation Customers
<u>Residential Non Heating Rates - R-1, R-5</u>			
Energy Efficiency Charge	\$ 0.0831		
Demand Side Management Charge	0.0000		
Conservation Charge (CCx)		\$ 0.0831	
Relief Holder and pond at Gas Street, Concord, NH	0.0000		
Manufactured Gas Plants	0.0197		
Environmental Surcharge (ES)		0.0197	
Revenue Decoupling Adjustment Factor (RDAF)		(0.0562)	
Energy Efficiency Resource Standard Lost Revenue Mechanism		0.0000	
Rate Case Expense Factor (RCEF)		0.0002	
Gas Assistance Program (GAP)		0.0121	
LDAC		\$ 0.0589	per therm

<u>Residential Heating Rates - R-3, R-4, R-6, R-7</u>			
Energy Efficiency Charge	\$ 0.0831		
Demand Side Management Charge	0.0000		
Conservation Charge (CCx)		\$ 0.0831	
Relief Holder and pond at Gas Street, Concord, NH	0.0000		
Manufactured Gas Plants	0.0197		
Environmental Surcharge (ES)		0.0197	
Revenue Decoupling Adjustment Factor (RDAF)		(0.0562)	
Energy Efficiency Resource Standard Lost Revenue Mechanism		0.0000	
Rate Case Expense Factor (RCEF)		0.0002	
Gas Assistance Program (GAP)		0.0121	
LDAC		\$ 0.0589	per therm

<u>Commercial/Industrial Low Annual Use Rates - G-41, G-51, G-44, G-55</u>			
Energy Efficiency Charge	\$0.0441		
Demand Side Management Charge	0.0000		
Conservation Charge (CCx)		\$ 0.0441	\$ 0.0441
Relief Holder and pond at Gas Street, Concord, NH	0.0000		
Manufactured Gas Plants	0.0197		
Environmental Surcharge (ES)		0.0197	0.0197
Revenue Decoupling Adjustment Factor (RDAF)		(0.0206)	(0.0206)
Energy Efficiency Resource Standard Lost Revenue Mechanism		0.0000	0.0000
Rate Case Expense Factor (RCEF)		0.0002	0.0002
Gas Assistance Program (GAP)		0.0121	0.0121
LDAC		\$ 0.0555	\$ 0.0555 per therm

<u>Commercial/Industrial Medium Annual Use Rates - G-42, G-52, G-45, G-56</u>			
Energy Efficiency Charge	\$0.0441		
Demand Side Management Charge	0.0000		
Conservation Charge (CCx)		\$0.0441	\$0.0441
Relief Holder and pond at Gas Street, Concord, NH	0.0000		
Manufactured Gas Plants	0.0197		
Environmental Surcharge (ES)		0.0197	0.0197
Revenue Decoupling Adjustment Factor (RDAF)		(0.0206)	(0.0206)
Energy Efficiency Resource Standard Lost Revenue Mechanism		0.0000	0.0000
Rate Case Expense Factor (RCEF)		0.0002	0.0002
Gas Assistance Program (GAP)		0.0121	0.0121
LDAC		\$ 0.0555	\$ 0.0555 per therm

<u>Commercial/Industrial Large Annual Use Rates - G-43, G-53, G-54, G-46, G-56, G-57, G-58</u>			
Energy Efficiency Charge	\$ 0.0441		
Demand Side Management Charge	0.0000		
Conservation Charge (CCx)		\$0.0441	\$0.0441
Relief Holder and pond at Gas Street, Concord, NH	0.0000		
Manufactured Gas Plants	0.0197		
Environmental Surcharge (ES)		0.0197	0.0197
Revenue Decoupling Adjustment Factor (RDAF)		(0.0206)	(0.0206)
Energy Efficiency Resource Standard Lost Revenue Mechanism		0.0000	0.0000
Rate Case Expense Factor (RCEF)		0.0002	0.0002
Gas Assistance Program (GAP)		0.0121	0.0121
LDAC		\$ 0.0555	\$ 0.0555 per therm

DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman
President

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NHPUC NO. 11 GAS
LIBERTY UTILITIES

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LDAC – Residential Energy Efficiency Loan Program

37 Residential Energy Efficiency Loan Program

Availability

Subject to the Terms and Conditions of the Tariff of which it is a part, this program shall allow Customers installing energy-efficiency measures under an energy efficiency program offered by the Company and approved by the Commission (“Participating Customers”) to borrow all or a portion of the Customer’s share of the installed cost of the energy-efficiency measures (“Customer Loan Amount”) from the Company and to repay the Customer Loan Amount through an additional charge on their monthly retail delivery service bill issued by the Company. It is available to Participating Customers who meet the following qualifications:

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

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

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

Customer Loan Agreement

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

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

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TITLE: President

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LDAC – Non-Residential Energy Efficiency Loan Program

38 Non-Residential Energy Efficiency Loan Program

Availability

Subject to the Terms and Conditions of the Tariff of which it is a part, this program shall allow Customers installing energy-efficiency measures under an energy efficiency program offered by the Company and approved by the Commission (“Participating Customers”) to borrow all or a portion of the Customer’s share of the installed cost of the energy-efficiency measures (“Customer Loan Amount”) from the Company and to repay the Customer Loan Amount through an additional charge on their monthly retail delivery service bill issued by the Company. It is available to Participating Customers who meet the following qualifications:

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

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

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

Customer Loan Agreement

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

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

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Neil Proudman

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III. DELIVERY TERMS AND CONDITIONS

1 RATES AND CHARGES

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

2 DEFINITIONS

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

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

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point, or such other point as	the Company may designate from time to time for operational purposes, the Supplier will make deliveries of Gas for the Customer's account.
Designated Representative	The designated representative of the Customer, who shall be authorized to act for, and conclusively bind, the Customer regarding Delivery Service in accordance with the provisions of Section 21 of this tariff.
Gas	Natural Gas that is received by the Company from a Transporting Pipeline at the Designated Receipt Point and delivered by the Company to the Delivery Point for the Customer's account. In addition, the term shall include amounts of vaporized liquefied natural Gas and/or propane-air vapor that are introduced by the Company into its system and made available to the Customer as the equivalent of natural Gas that the Customer is otherwise entitled to have delivered by the Company.
Gas Day	A period of twenty-four (24) consecutive hours beginning at 10:00 a.m., E.T., and ending at 10:00 a.m., E.T., the next calendar day, or other such hours used by the Transporting Pipeline.
Gas Service Area	An area within the Company's distribution system as defined in Section 4 of this tariff, for the purposes of administering Capacity assignments, Nominations, balancing, imbalance trading, and Aggregation Pools.
Gas Usage	The actual quantity of Gas used by the Customer as measured by the Company's metering equipment at the Delivery Point.
Heating Degree Day	A measure used to estimate weather-sensitive Gas consumption calculated by subtracting the average temperature for each day from the number 65. Each degree day that represents a degree below 65 is considered a Heating Degree Day.
Heating Factor	The Customer's estimated weather-sensitive Gas consumption per Heating Degree Day.
MMBtu	One million Btus.
Maximum Daily Peaking Quantity ("MDPQ")	The portion of a Customer's Total Capacity Quantity identified and allocated as Peaking Capacity, such that the maximum daily amount of Gas that can be withdrawn from a Supplier's Peaking Service Account pursuant to Section 14 of this tariff shall be equal to the sum of the MDPQs for all Customers in that Supplier's Aggregation Pool.
Month	A calendar month of Gas Days.
Monthly Index	The average of the Daily Index numbers for all Gas Days in a Month.
NHPUC	The New Hampshire Public Utilities Commission.
Nomination	The notice given by the Supplier to the Company that specifies, in accordance with the Standard Nomination Form attached as Attachment A, an intent to deliver a quantity of Gas to the Designated Receipt Point(s) on behalf of one or more Customers, including the volume to be received, the Designated Receipt Point(s), the Transporting Pipeline, the delivering contract(s), the shipper, and other such non-confidential information as may be reasonably required by the Company.
Off-Peak Season	The consecutive months of May to October, inclusive.
DATED: XXX XX, 2021	ISSUED BY: <u>/s/Neil Proudman</u> Neil Proudman
EFFECTIVE: August 1, 2021	TITLE: President

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

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

3 CHARACTER OF SERVICE

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

4 GAS SERVICE AREAS AND DESIGNATED RECEIPT POINTS

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

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

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

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

Names of City Gates/Meter Numbers:

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

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

Names of City Gates/Meter Number

Berlin	#020260
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5 CUSTOMER REQUEST FOR SERVICE FROM COMPANY

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

6 QUALITY AND CONDITION OF GAS

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

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7 POSSESSION OF GAS

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

8 COMPANY GAS ALLOWANCE

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

9 DAILY METERED DELIVERY SERVICE

9.1 Applicability

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

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

9.2 Delivery Service Provided

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

9.3 Nominations and Scheduling of Service

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

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

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

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

Critical Day That Will Be Aggravated by Over-delivery.

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

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

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

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

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

9.7 Cash Out

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

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

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

10 NON-DAILY METERED DELIVERY SERVICE

10.1 Applicability

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

10.2 Delivery Service Provided

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

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

10.3 Nominations and Scheduling of Service

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

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

Critical Day That Will Be Aggravated by Under-delivery.

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

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

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

Critical Day That Will Be Aggravated By Over-delivery.

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

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

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

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

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

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

10.7 Cash Out

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

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

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

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

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

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

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

11 CAPACITY ASSIGNMENT

11.1 Applicability

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

11.2 Identification of Capacity for Assignment

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

11.3 Determination of Pro-Rata Shares of Capacity

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

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

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

11.4 Capacity Assignments

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

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

11.4.4 The Peaking Capacity assigned to the Supplier shall establish the Maximum Daily Peaking Quantity ("MDPQ") for the Aggregation Pool in the Supplier's Service Agreement. In the event that the Company increases a Supplier's MDPQ, the Company shall also assign to that Supplier additional Peaking Supply pursuant to Section 14.

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

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

11.5 Release of Contracts

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

11.5.2 Capacity contracts released to a Supplier on an Assignment Date shall be released for a term beginning on the first Gas Day of the Month following the Assignment Date through the expiration date of the respective capacity contract being assigned. and ending on October 31. For example, contracts assigned to a Supplier on April 25 of a given year shall be released for a term beginning on May 1 of that year and ending on October 31 of that year.

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

11.6 Annual Reassignment of Capacity

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

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

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

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

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

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

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

11.8 Seasonal Storage Capacity

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

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

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

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

11.10 Capacity Mitigation Service

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

12 BILLING AND SECURITY DEPOSITS

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

12.2.1 Standard Complete Billing Service

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

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

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

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

12.2.2 Standard Pass-through Billing Service

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

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

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

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

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

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

13 SALES SERVICE

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

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

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

14 PEAKING SERVICE

14.1 Applicability

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

14.2 Character of Service

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

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

14.3 Rates and Charges

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

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

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

14.4 Peaking Supply

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

14.5 Nomination of Peaking Service

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

15 DISCONTINUANCE OF SERVICE

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

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

16 OPERATIONAL FLOW ORDERS AND CRITICAL DAYS

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

17 FORCE MAJEURE AND LIMITATION OF LIABILITY

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

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

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

18 CURTAILMENT

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

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

19 TAXES

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

20 SUPPLIER TERMS AND CONDITIONS

20.1 Applicability

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

20.2 Obligations of Parties

20.2.1 Customer

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

20.2.2 Company

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

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

DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

TITLE: President

Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105

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

20.2.3 Supplier

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

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

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

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

20.3 Supplier Requirements and Practices

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

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

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ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

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- (a) The Supplier is not operating under any chapter of bankruptcy laws and is not subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any information creditors' committee agreement.
 - (b) The Supplier is not aware of any change in business conditions which would cause a substantial deterioration in its financial conditions, a condition of insolvency, or the inability to exist as an ongoing business entity.
 - (c) The Supplier has no delinquent balances outstanding for services previously provided by the Company, and the Supplier has paid its account according to the established terms and not made deductions or withheld payment for claims not authorized by contract.
 - (d) No significant collection lawsuits or judgments are outstanding which would materially affect the Supplier's ability to remain solvent as a business entity.
 - (e) The Supplier's New Hampshire business advertising and marketing materials conform to all applicable state and federal laws and regulations.
- 20.3.3 In the event the Supplier has not demonstrated to the Company's satisfaction that it has met the Company's credit evaluation standards, the Company shall require the Supplier to provide one of the following at the Maximum Financial Liability as calculated below:
- (a) Advance deposit;
 - (b) Letter of credit;
 - (c) Surety bond; or
 - (d) Financial guaranty from a parent company that meets the creditworthiness criteria.
- The Company shall base the Supplier's maximum financial liability as two (2) times the highest month's aggregated Gas Usage of all Customers currently served by the Supplier at the highest Monthly Index in the preceding twenty-four (24) Months. This amount may be updated continuously, and at minimum, whenever the aggregated Gas Usage of all Customers served by the Supplier changes by more than 25%. The Supplier agrees that the Company has the right to access and apply the deposit, letter of credit, or bond to any payment of any outstanding claims that the Company may have against the Supplier, including imbalance charges, cash-out charges, pipeline penalty charges, and other amounts owed to the Company, or to secure additional Gas supplies, including payment of the costs of the Gas supplies themselves, the cost of transportation storage, and other related costs incurred in bringing those Gas supplies into the Company's system. The Supplier shall continue its obligation to maintain its financial security instrument until it has satisfied all of its outstanding claims with the Company. The Supplier's financial security as established above must be in place no later than five (5) Business Days prior to the first day of each calendar month in order for the Supplier to maintain its eligibility to provide service to Customers.
- 20.3.4 The Supplier shall warrant that it has or will have entered into the necessary arrangements for the purchase of Supplies which it desires the Company to transport to its Customers, and that it has or will have entered into the necessary upstream transportation arrangements for the delivery of these Gas supplies to the Designated Receipt Point.
- 20.3.5 The Supplier shall warrant to the Company that it has good title to or lawful possession of all Gas delivered to the Company at the Designated Receipt Point on behalf of the Supplier

DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

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TITLE: President

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

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

20.4 Access to Usage History and Current Billing Information

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

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

20.5 Enrollment, Cancellation, and Termination of Supplier Service

- 20.5.1 The Supplier shall be responsible for obtaining the necessary Authorization Number from each Customer prior to initiating Supplier Service to the Customer.
- 20.5.2 The Supplier must provide the Company with the following minimum information in the Company's predetermined format prior to the commencement or termination of service by the Supplier pursuant to Section 20.5 of this tariff:

(a) The Customer's name and current Authorization Number;

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

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

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

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

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ISSUED BY: /s/Neil Proudman

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

- 20.5.8 The Company may charge fees to the Supplier for processing the transactions described in this Section, as approved by the NHPUC. These fees are included in Attachment D.

20.6 Aggregation Pools

- 20.6.1 The aggregation of Customer accounts into an Aggregation Pool is limited by the Delivery Service of the respective Customers. Non-daily metered Customers subscribing to Delivery Service under Rate Schedules G-41, G-42, G-51 and G-52 must be aggregated in a separate pool from Customers subscribing to daily metered service under Rate Schedules G-43, G-53, and G-54.

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

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

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

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

- 20.6.6 The Company may charge a monthly fee to the Supplier for each Aggregation Pool pursuant to Attachment B.

20.7 Imbalance Trading

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

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

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

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

20.8 Billing and Payment

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

- 20.8.2 Calculation of the charges applicable to the Aggregation Pool will be based on aggregated Gas Usage and other such indicators of all Customers in the Aggregation Pool. Billing for

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

- 20.8.3 The Supplier shall have ten (10) Business Days from the date of such statement to render payment to the Company. The Supplier shall render payment by means of electronic funds transfer to the Company. The late payment rate will apply to all amounts outstanding after ten (10) days.
- 20.8.4 If the correctness of the Company's bill to the Supplier is questioned or disputed by the Supplier, an explanation should be promptly requested from the Company. If the bill is determined to be incorrect, the Company shall issue a corrected bill. In the event that the Supplier and the Company fail to agree on the amount of the bill, the Supplier may file a complaint with the Commission to resolve such complaint.

21 CUSTOMER DESIGNATED REPRESENTATIVE

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

DATED: XXX XX, 2021

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

EFFECTIVE: August 1, 2021

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IV. ATTACHMENTS

1 ATTACHMENT A Supplier Service Agreement

GAS SUPPLIER SERVICE AGREEMENT

This Agreement made this [day] day of [month], 20[xx], between Liberty Utilities (EnergyNorth Natural Gas) Corp. d/b/a Liberty Utilities, a New Hampshire Corporation with a principal place of business at 15 Buttrick Road, Londonderry, NH 03053 (the "Company") and [name of supplier], a [state] company with a principal place of business at [address] ("Supplier"). The Company and the Supplier is also individually referred to herein as a "Party" or collectively as the "Parties."

BASIC UNDERSTANDINGS

Whereas, the Company operates as a natural gas local distribution company and provides firm transportation of third-party gas on its distribution system; and

Whereas, the Company's Tariff (the "Tariff") on file with, and approved by, the New Hampshire Public Utilities Commission (the "NHPUC") permits delivery service customers to assign their rights of nominating and scheduling delivery of gas for transportation on the Company's system to a third-party natural gas supplier; and

Whereas, Supplier seeks to nominate and schedule delivery of gas for distribution on the Company's system on behalf of one or more customers taking delivery service from the Company; and

Whereas, the Company's Tariff, Part III, Section 20.2.3, requires Supplier to enter into this Supplier Service Agreement (the "Agreement") with the Company prior to the initiation of Supplier Service, as defined therein; and

Now therefore, the Parties hereto, each in consideration of the agreement of the other, do hereby agree as follows:

I. SCOPE AND APPLICATION

1.0 This Agreement shall be subject to the Company's Tariff as on file with the NHPUC and in effect from time to time. The Company's Tariff and applicable Rate Schedules are hereby incorporated by reference as though directly set forth herein. In the event the terms of this Agreement conflict with the Company's Tariff, the Tariff shall control.

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DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

TITLE: President

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- 1.1 This Agreement is intended for use between the Company and natural gas suppliers providing service to customers on the Company's distribution system, and may not be waived, altered, amended, or modified, except as provided herein.
- 1.2 Exhibits A and B, attached hereto and incorporated herein by reference, include additional terms that are a part of this Agreement.

II. DEFINITIONS

- 2.0 Any capitalized terms used in this Agreement and not defined herein shall be as defined in the Tariff or as stated in the NHPUC's regulations.

III. TERM

- 3.0 This Agreement shall become effective on the date hereof (the "Effective Date") and shall continue in full force and effect from month to month unless terminated by either Party by written notice given no less than thirty (30) days prior to the desired termination date, or unless otherwise agreed by the Parties. Notwithstanding the foregoing, the Parties agree to abide by all terms of this Agreement until any transactions that are outstanding at the time of termination are completed, including, but not limited to, the payment by Supplier to the Company of any and all outstanding balances.
- 3.1 Notwithstanding anything to the contrary elsewhere in this Agreement or in the Company's Tariff, any Party, by written notice to the other Party (the "Breaching Party") may terminate this Agreement, in whole or in part, with respect to such Breaching Party or suspend further performance without terminating this Agreement upon the occurrence of any of the following: (a) the Breaching Party terminates or suspends doing business; (b) the Breaching Party becomes subject to any bankruptcy or insolvency proceeding under federal or state law (unless removed or dismissed within sixty (60) days from the filing thereof), or becomes insolvent, becomes subject to direct control of a transferee, receiver or similar authority, or makes an assignment for the benefit of creditors; or (c) the Breaching Party commits a material breach of any of its obligations under this Agreement or the Tariff and has not cured such breach within fifteen (15) days after receipt of a written notice from the other Party specifying the nature of such.

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DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman
TITLE: President

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- 3.2 Consistent with the provisions of Part III, Section 20.3.8 of the Company's Tariff, the Company also maintains the right to terminate the Supplier's eligibility to act as a Supplier on the Company's system in the event that Supplier fails to comply with or perform any of the obligations on its part established in the Tariff or in this Agreement, including but not limited to, failure to deliver gas or to make payment of amounts due to the Company.
- 3.3 Notwithstanding the Effective Date, Supplier acknowledges and agrees that the Company is obligated to provide services pursuant to this Agreement only upon full satisfaction, or the Company's express written waiver, of the Conditions Precedent set forth in Article IV of this Agreement.
- 3.4 No delay by either Party in enforcing any of its rights hereunder shall be deemed a waiver of such rights, nor shall a waiver of one default be deemed a waiver of any other or subsequent default.
- 3.5 The enumeration of the foregoing remedies shall not be deemed a waiver of any other remedies to which either Party is legally entitled.

IV. CONDITIONS PRECEDENT

- 4.0 The following requirements shall be conditions precedent to the Company's obligations hereunder:
- (a) Supplier shall provide the Company with all information requested in Exhibits A and B attached hereto and incorporated herein;
 - (b) Pursuant to Part III, Section 20.3.1 of the Company's Tariff, the Company shall confirm the Supplier's creditworthiness. In the event that Supplier has not demonstrated to the Company's satisfaction that it has met the Company's credit evaluation standards, the Company will identify such deficiencies to the Supplier, and the Supplier shall provide financial assurances as required by the Company consistent with the provisions of Part III, Section 20.3.3;
 - (c) Pursuant to Part III, Section 20.2.3 of the Company's Tariff, Supplier shall register with the NHPUC and provide evidence of such to the Company on an annual basis;

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DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

TITLE: President

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- (d) Pursuant to Part III, Section 20.2.3 of the Company's Tariff, Supplier shall demonstrate to the Company that it is an approved shipper on the upstream pipelines and underground storage facilities on which the Company will assign capacity;
- (e) Pursuant to Part III, Section 12.2.1 of the Company's Tariff, where Supplier elects to utilize the Standard Complete Billing Services from the Company, Supplier shall furnish to the Company a complete schedule of its relevant rates and rate pricing options for Supplier Service in written form or in an electronic format reasonably acceptable to the Company, at Company's option, no less than ten (10) Business Days prior to initial Customer enrollment for any such rate or prior to a change in Supplier's existing rates or five (5) Business Days prior to a change in rate pricing options.
- (f) Prior to Customer Enrollment, Supplier shall successfully complete testing of the business-transaction communication protocols established by the Company, which may include communication by fax or telephone, electronic transactions as specified by the Company, or any other applicable communication requirements set forth by the Company.

V. SUPPLIER CERTIFICATION

5.0 In addition to the requirements listed in Section IV of this Agreement, and pursuant to Part III, Section 20.3.2 of the Company's Tariff, the Supplier hereby affirms the following:

- (a) Supplier is not operating under any chapter of bankruptcy laws and is not subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any information creditors' committee agreement.
- (b) Supplier is not aware of any change in business conditions that would cause a substantial deterioration in its financial conditions, a condition of insolvency, or the inability to exist as an ongoing business entity.
- (c) Supplier has no delinquent balances outstanding for services previously provided by the Company, and Supplier has paid its account according to the established

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DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman
TITLE: President

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terms and not made deductions or withheld payment for claims not authorized by contract.

- (d) No significant collection lawsuits or judgments are outstanding that would materially affect Supplier's ability to remain solvent as a business entity.
 - (e) Supplier's New Hampshire business advertising and marketing materials conform to all applicable New Hampshire state and federal laws and regulations.
- 5.1 Supplier shall promptly notify Company of any material change in its financial condition as it relates to Supplier's creditworthiness or solvency as a business enterprise.
- 5.2 In the event that the NHPUC enacts regulations whereby Supplier must register with the NHPUC, Supplier shall notify Company within twenty-four (24) hours in writing in the event that its registration as a Competitive Supplier is acted upon by the NHPUC in such a way that it materially affects Supplier's performance under this Agreement, including but not limited to suspension, revocation, modification, or non-renewal. Consistent with Part III, Section 20.3.8 of the Company's Tariff, revocation or non-renewal of Supplier's registration shall be grounds for immediate termination of this Agreement by Company.

VI. NOMINATIONS AND SCHEDULING

- 6.0 The Company and Supplier, pursuant to the Company's Tariff on file with the NHPUC and the terms of this Agreement, agree to exchange and act on information regarding the nomination and scheduling of gas for transportation on behalf of Supplier's customers.
- 6.1 Supplier acknowledges and agrees that its transportation rights under this Agreement are solely those that have been assigned to it by the Customer pursuant to the Company's Tariff. Supplier further agrees that the Company shall have no obligation to honor any nomination or scheduling request from Supplier that, in the Company's sole judgment, exceeds the scope of Supplier's assigned rights or where such nominations or requests could be reasonably refused, directly or indirectly, based on the terms of this Agreement or the Company's Tariff.
- 6.2 Pursuant to Part III, Sections 9.3.2 and 10.3.3 of the Company's Tariff, nominations will be communicated to the Company in accordance with the terms of this Agreement as set forth in Exhibit A.

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DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman
TITLE: President

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- 6.3 In the event of a discrepancy between the volume nominated to the Company by Supplier and the volume confirmed by the Company, the discrepancy shall be allocated between and among Supplier's Aggregation Pools and/or Customers in accordance with the Pre-Determined Allocation Method set forth in Exhibit B, attached hereto. In the event that the Supplier has not provided the Company with a Pre-Determined Allocation Method, the discrepancy will be allocated consistent with the provisions of the Company's Tariff.

VII. CAPACITY ASSIGNMENTS

- 7.0 The Supplier's Maximum Daily Peaking Quantity ("MDPQ") may be modified during the calendar year in accordance with the provisions of Part III, Sections 11.0 and 14.0 of the Company's Tariff. Company will notify Supplier prior to the effective date of such changes.
- 7.1 Pursuant to Part III, Section 11.9.2 of the Company's Tariff, the quantity of each Company Managed Supply assigned to Supplier may be modified during the calendar year in accordance with Part III, Sections 11.4 and 11.8 of the Company's Tariff. Company will notify Supplier prior to the effective date of such changes.
- 7.2 In accordance with Part III, Sections 11.0 and 14.0 of the Company's Tariff, the quantity of Capacity assigned to Supplier may be modified during the calendar year. In addition, the Company shall have the right to adjust a Customer's total capacity quantity ("TCQ") if the Company determines that the TCQ calculation is in error or is otherwise not calculated in accordance with the provisions of Part III, Sections 11.3.2.
- 7.3 Pursuant to Part III, Section 11.10.2 of the Company's Tariff, Supplier shall provide notice to the Company of its designation of contracts to be managed by the Company for cost mitigation purposes by the means set forth in Exhibit 8.0.

VIII. LEFT BLANK INTENTIONALLY (RESERVED FOR FUTURE USE)

IX. BILLING AND PAYMENT

- 9.0 Bills, fees and charges for services provided by the Company, including, but not limited to, monthly cashouts, monthly imbalance charges, daily imbalance charges, and any other applicable charges set forth in the Tariff or in this Agreement, shall be

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DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

Neil Proudman

EFFECTIVE: August 1, 2021

TITLE: President

Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105

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LIBERTY UTILITIES

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rendered to Supplier on a monthly basis and shall be due upon receipt of said bill, unless otherwise specified in Exhibit A.

In addition to any other right or remedy available to the Company, Supplier's failure to make payment within ten (10) days of the posting date on the bill shall result in the addition of interest on any unpaid balance calculated at the maximum monthly rate allowable by the Company's Tariff. Interest shall accrue commencing from the date said bill was posted. The posting date is the date the bill is transmitted to Supplier. The bill may also be transmitted electronically if agreed to between the Parties in Exhibit A.

- 9.1 The Company shall have the right to deduct any amounts owed by Supplier to the Company for such services, which are thirty (30) days or more past due, from any amounts collected in the normal course of business by the Company on the Supplier's behalf. Amounts subject to a good faith dispute will not be subject to deduction.
- 9.2 The Parties agree to cooperate and provide each other with necessary documentation relating to any transactions resulting hereunder, including but not limited to, applicable sales or other tax exemptions. The Parties agree that Supplier's failure to comply with the provisions of this Article IX shall constitute default of payment under the Tariff and expose Supplier to liability thereunder as well as under this Agreement.
- 9.3 Consistent with the provisions of Part III, Sections 20.3.1 and 20.3.3 of the Company's Tariff, Supplier shall satisfy the creditworthiness standards established by the Company. In the event the Supplier has not demonstrated satisfaction of the Company's creditworthiness standards, the Supplier shall provide, upon ten (10) days written notice from the Company, financial assurance in the form of an advance deposit, letter of credit, surety bond or financial guaranty from a parent company, as reasonably determined by the Company. The amount of any such financial assurance required by the Company shall be calculated in accordance with the provisions of Part III, Section 20.3.3 of the Company's Tariff. The Company shall review Supplier's satisfaction of the Company's creditworthiness standards every twelve (12) months during the term of this Agreement giving consideration to Supplier's payment history

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DATED: XXX XX, 2021

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

EFFECTIVE: August 1, 2021

Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105

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LIBERTY UTILITIES

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in the preceding twelve-month period. Upon the request of Supplier, the Company shall exercise its sole reasonable discretion to determine whether a change in the form of financial assurance is warranted. In the event that the Company requires financial assurances in the form of a deposit, such deposits shall accrue interest in accordance with the Company's Tariff. Such deposit shall be returned to Supplier within thirty (30) days of the expiration or termination of this Agreement, provided that Supplier is not in default under this Agreement. The Company may deduct from the deposit any amount payable to the Company by Supplier under this Agreement, which has not been paid by the Supplier when due, unless such non-payment relates to a documented billing dispute between Supplier and the Company. Such deduction may be taken by the Company without notice or demand of any kind and the Company may, in its sole discretion, apply such deposit against any amount then due and payable. In the event that Company applies all or any portion of such deposit, Supplier shall deposit such sums as are necessary to replenish the security deposit to its maximum amount, within ten (10) days' notice of such deduction and application.

X. REPRESENTATIONS

- 10.0 Each Party represents that it is and shall remain in compliance with all applicable laws, tariffs, and NHPUC regulations during the term of this Agreement.
- 10.1 Each person executing this Agreement for the respective Parties represents and warrants that he or she has authority to bind that Party.
- 10.2 Each Party represents that (a) it has the full power and authority to execute, deliver, and perform this Agreement; (b) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate or other action by such Party; and (c) this Agreement constitutes that Party's legal, valid and binding obligation, enforceable against such Party in accordance with its terms.
- 10.3 Each Party shall exercise all reasonable care, diligence and good faith in the performance of its duties pursuant to this Agreement, and carry out its duties in accordance with applicable recognized professional standards.

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DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman
TITLE: President

Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105

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LIBERTY UTILITIES

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XI. NONDISCLOSURE

- 11.0 Neither Party may disclose any Confidential Information obtained pursuant to this Agreement to any third Party, including affiliates of such Party, without the express prior written consent of the other Party. As used herein, the term "Confidential Information" shall include, but not be limited to, all business, financial, and commercial information pertaining to the Parties, Customers of either or both Parties, Suppliers for either Party, personnel of either Party; any trade secrets; and other information of a similar nature; whether written or in intangible form that is marked proprietary or confidential with the appropriate owner's name.
- 11.1 Confidential Information shall not include information known to either Party prior to obtaining the same from the other Party, information in the public domain, or information obtained by a Party from a third party who did not, directly or indirectly, receive the same from the other Party to this Agreement or from a Party who was under an obligation of confidentiality to the other Party to this Agreement, or information developed by either Party independent of any Confidential Information. The receiving Party shall use the higher of the standard of care that the receiving Party uses to preserve its own Confidential Information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information. Each receiving Party shall, upon termination of this Agreement or at any time upon the request of the disclosing Party, promptly return or destroy all Confidential Information of the disclosing Party then in its possession.
- 11.2 Notwithstanding the preceding, Confidential Information may be disclosed to any governmental, judicial or regulatory authority requiring such Confidential Information pursuant to any applicable law, regulation, ruling, or order, provided that: (a) such Confidential Information is submitted under any applicable provision, if any, for confidential treatment by such governmental, judicial or regulatory authority; and (b) prior to such disclosure, the other Party is given prompt notice of the disclosure requirement so that it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of any injunction to prohibit such disclosure.

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DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman
TITLE: President

Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105

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LIBERTY UTILITIES

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- 11.3 No provision of this Agreement shall prohibit the Company from communicating to its Customers and prospective customers, information regarding Supplier's eligibility to conduct business on the Company's distribution system. In addition, obligations under this Article XI shall survive the termination or expiration of this Agreement.

XII. LIABILITY AND INDEMNIFICATION

- 12.0 The Parties acknowledge and agree that the Force Majeure provisions set forth in Part III, Section 17 of the Company's Tariff are incorporated by reference as if set forth herein.
- 12.1 The Parties acknowledge and agree that the liability and indemnification provisions in Part III, Section 17 of the Company's Tariff are incorporated by reference as if set forth herein.
- 12.2 For purposes of such liability and indemnification, however, the Parties acknowledge and agree that nothing in such Tariff prohibits one Party from impleading the other Party as a third-party defendant, whether or not one or both Parties are named as defendants in the initial claim of a third party. The third-party claim shall be stayed pending resolution of any dispute regarding liability and indemnification under this Agreement. Such resolution shall be final and binding upon the Parties only after agreement between the Parties or after entry of a final judgment, after any further appeals of a court of competent jurisdiction to which any appeal may have been taken from the determination of the arbitrator(s).
- 12.3 The Parties acknowledge and agree that for purposes of Part III, Section 17 the Company's Tariff, a Party seeking recovery from the other Party in connection with the performance of its obligations of the Tariff shall not be entitled to recovery where its own negligent acts or omissions contribute to or cause such damages, costs, fines, penalties or liabilities.
- 12.4 The Parties expressly acknowledge and agree that the dispute resolution provision in Article XIII of this Agreement shall apply to any and all disputes arising under this Article, including, without limitation, those disputes that arise as a result of either of

10 of 14

DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman
TITLE: President

Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105

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the Parties being named as a defendant in the primary action or being named as a third-party defendant by a defendant in the primary action.

- 12.5 Notwithstanding anything in this Agreement or the Tariff to the contrary, in no event shall any Party hereto be liable to any other Party hereto for indirect, consequential, punitive, special, or exemplary damages under any theory of law that is now or may in the future be in effect, including without limitation: contract, tort, N.H.R.S.A. Ch. 358-A, strict liability, or negligence.
- 12.6 Notwithstanding the availability of other remedies at law or in equity, either Party hereto shall be entitled to specific performance to remedy a breach of this Agreement by the other Party.
- 12.7 Supplier further agrees that it shall indemnify, defend and hold harmless the Company with respect to any claim, suit, damages or costs of any kind arising from any action or inaction of the Company in reliance upon the nominations, scheduling instructions or other communications from Supplier. The Parties agree that reliance on such instructions and communications shall be deemed reasonable and shall not constitute negligence.
- 12.8 The provisions of this Article XII shall survive the termination of this Agreement.

XIII. DISPUTE RESOLUTION

- 13.0 Disputes hereunder shall be reduced to writing and referred to the Parties' representatives for resolution. The Parties' representatives shall meet and make all reasonable efforts to resolve the dispute. Pending resolution, the Parties shall continue to fulfill their obligations under this Agreement in good faith, unless this Agreement has been suspended or terminated. If the Parties fail to resolve the dispute within thirty (30) days, they may mutually agree to pursue mediation or arbitration to resolve such issues.
- 13.1 The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of New Hampshire, without regard to the doctrines governing choice of law. All disputes arising hereunder shall be brought either before the NHPUC or the state courts of the State of New Hampshire.

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DATED: XXX XX, 2021

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

EFFECTIVE: August 1, 2021

Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105

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LIBERTY UTILITIES

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XIV. COMMUNICATIONS

- 14.0 Except as otherwise provided herein, any notices given under this Agreement shall be in writing and shall be delivered to the Company as set forth in Exhibit A, by hand or sent by (a) certified mail, return receipt requested, first class postage prepaid, (b) telecopy, or (c) a nationally recognized courier service. Notices and other communications to Supplier shall also be addressed as shown on Exhibit A. Notices given hereunder shall be deemed to have been given upon receipt or any refusal to accept; telecopied notices shall be deemed to have been given upon confirmation of their receipt.
- 14.1 All communications required by the Company's Tariff shall be made in accordance with the schedule listed in Exhibit A. Information on active Company fax numbers and e-mail addresses shall be posted on the Company's Internet Website at http://www.libertyutilities.com/east/gas/business_partners/index.html

XV. ENFORCEABILITY

- 15.0 In the event that any portion or part of this Agreement is deemed invalid, against public policy, void or otherwise unenforceable by a court of law, the validity and enforceability of the remaining portions thereof shall otherwise be fully enforceable.
- 15.1 No waiver by any Party of any one or more defaults by the other Party in the performance of any provision of this Agreement shall operate or be construed as a waiver of any other present or future default, whether of a like or different character. No delay by either Party in enforcing any of its rights hereunder shall be deemed a waiver of such rights.

XVI. ASSIGNMENT AND DELEGATION

- 16.0 Any entity that shall succeed by purchase, merger or consolidation to the assets and properties, substantially or as an entity, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.
- 16.1 Either Party may, without relieving itself of its obligations under this Agreement, assign any of its rights or obligations hereunder to an affiliated entity, but otherwise no assignment of this Agreement or any of the rights or obligations hereunder shall

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DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman
TITLE: President

Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105

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LIBERTY UTILITIES

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be made unless there first shall have been obtained the written consent of the other Party. No assignment by Supplier shall take effect until the assignee has met the requirements of Article IV hereunder. No assignment of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement until such obligations have been assumed by the assignee.

- 16.2 The restrictions on assignment contained herein shall not in any way prevent either Party from pledging or mortgaging its rights as security for its indebtedness.
- 16.3 In addition, either Party may subcontract its duties under this Agreement to a subcontractor provided that the subcontracting Party shall remain fully responsible as a principal and not as a guarantor for performance of any subcontracted duties, and shall serve as the point of contact between its subcontractor and the other Party, and the subcontractor shall meet the requirements of any applicable laws, rules, regulations, and Tariff. The assigning or subcontracting Party shall provide the other Party with thirty (30) calendar days' prior written notice of any such subcontracting or assignment, which notice shall include such information about the subcontractor as the other Party shall reasonably require.

XVII. MISCELLANEOUS

- 17.0 This Agreement, all Exhibits and attachments hereto and all documents referenced herein, constitute the entire agreement between the Parties and supersedes all other agreements, communications, and representations. Paragraph headings are for convenience only and are not to be construed as part of this Agreement.
- 17.1 Unless otherwise provided herein, no modification of, or supplement to, the terms and provisions stated in this Agreement shall be or become effective without the written consent of both Parties.
- 17.2 This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same document.

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DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

Neil Proudman

EFFECTIVE: August 1, 2021

TITLE: President

Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105

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NHPUC NO. 11 GAS
LIBERTY UTILITIES

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In witness whereof, the Parties have caused this Agreement to be executed by their
duly authorized representatives as of the date above.

[SUPPLIER NAME]

By _____ Title _____

**Liberty Utilities (EnergyNorth Natural Gas) Corp d/b/a Liberty
Utilities**

By _____ Title _____

14 of 14

DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

TITLE: Neil Proudman
President

Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105

NHPUC NO. 11 GAS
LIBERTY UTILITIES

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2 ATTACHMENT B

Schedule of Administrative Fees and Charges

I. Supplier Balancing Charge:	\$	0.1200	per MMBtu of Daily Imbalance Volumes")
II. Capacity Mitigation Fee		15%	of the Proceeds from the Marketing of
III. Peaking Demand Charge	\$	17.32	MMBTU of Peak MDQ
IV. Company Allowance Calculation (per Schedule 25)			
		169,030,868	Total Sendout - Therms Jul -2019 - Jun-2020
		<u>166,311,578</u>	Total Throughput - Therms Jul-2019 - Jun-2020
		2,719,290	Variance (Sendout - Throughput)
Company Allowance Percentage 2020-21		1.6%	Variance / Total Sendout

DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

TITLE: President

Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105

NHPUC NO. 11 GAS
LIBERTY UTILITIES

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3 ATTACHMENT C
Capacity Allocators

Rate Class		Pipeline	Storage	Peaking	Total
G-41	Low Annual / High Winter Use	46.1%	17.1%	36.8%	100.0%
G-51	Low Annual / Low Winter Use	59.3%	12.9%	27.9%	100.0%
G-42	Medium Annual / High Winter	46.1%	17.1%	36.8%	100.0%
G-52	High Annual / Low Winter Use	59.3%	12.9%	27.9%	100.0%
G-43	High Annual / High Winter	46.1%	17.1%	36.8%	100.0%
G-53	High Annual / Load Factor < 90%	59.3%	12.9%	27.9%	100.0%
G-54	High Annual / Load Factor < 90%	59.3%	12.9%	27.9%	100.0%

DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman
TITLE: President

Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105

NHPUC NO. ~~10-11~~ - GAS

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

LIBERTY UTILITIES

SUPERSEDING NHPUC No. ~~8-10 AND IN LIEU OF NHPUC No. 9~~

TARIFF

FOR

GAS SERVICE

Applicable

in

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

(For detailed description, see Service Area)

DATED: XXX XX, 2021 ISSUED BY: /s/Neil Proudman
Neil Proudman
EFFECTIVE: August 1, 2021 TITLE: President

Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105
DATED: May 18, 2018 ISSUED BY: /s/Susan L. Fleek
Susan L. Fleek
EFFECTIVE: May 01, 2018 TITLE: President

Authorized by NHPUC Order No. 26,122 dated April 27, 2018, in Docket No. DG 17-048

NHPUC NO. ~~10-11~~ GAS
LIBERTY UTILITIES

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~~Superseding Second Revised Page i~~

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DATED: XXX XX, 2021	ISSUED BY: /s/Neil Proudman
	Neil Proudman
EFFECTIVE: August 1, 2021	TITLE: President
Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105	
DATED: March 20, 2019	ISSUED BY: /s/Susan L. Fleek
	Susan L. Fleek
EFFECTIVE: November 4, 2018	TITLE: President
Authorized by operation of RSA 378:3, RSA 378:6, and Pub 1603.07(e) in Docket No. DG 17 191	

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NHPUC NO. ~~40-11~~ GAS
LIBERTY UTILITIES

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DATED: XXX XX, 2021 ISSUED BY: /s/Neil Proudman
Neil Proudman
EFFECTIVE: August 1, 2021 TITLE: President

Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105
DATED: March 20, 2019 ISSUED BY: /s/Susan L. Fleck
Susan L. Fleck
EFFECTIVE: November 01, 2018 TITLE: President

Authorized by NHPUC Order No. 26,187 dated November 02, 2018, in Docket No. DG 17-048

NHPUC NO. ~~10-11~~ GAS

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DATED: XXX XX, 2021 ISSUED BY: /s/Neil Proudman
Neil Proudman
EFFECTIVE: August 1, 2021 TITLE: President

Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105
ISSUED: September 11, 2020 ISSUED BY: /s/Susan L. Fleek
Susan L. Fleek
EFFECTIVE: November 01, 2020 TITLE: President

Authorized by NHPUC Order No. 26,397 dated August 27, 2020, in Docket No. DG 20-013

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EFFECTIVE: August 1, 2021	TITLE: President
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ISSUED BY: /s/Neil Proudman
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TITLE: President

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Susan L. Fleek
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LIBERTY UTILITIES

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I. GENERAL TERMS AND CONDITIONS

1 SERVICE AREA

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

2 GENERAL TERMS AND CONDITIONS

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

3 CHARACTER OF SERVICE – EXCLUDING KEENE CUSTOMERS

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

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

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

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

~~3A4~~ CHARACTER OF SERVICE – KEENE CUSTOMERS

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

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

- B. Determination of Therms.

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

The average BTU of the gas sendout for billing purposes shall be calculated for each billing period using the daily average BTU of propane-air gas produced by the company’s production plant as determined by appropriate gas heat content measurement devices¹ operated by the company. The average BTU so calculated shall be used in determining the therms for monthly bills based on meter readings and the average BTU for the billing period.

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

The average BTU of the gas sendout for billing purposes shall be calculated for each billing period using the daily average BTU of compressed or liquefied natural gas delivered to the company in New Hampshire by its suppliers. To determine the daily average BTU, each tanker’s BTU

¹ Typically chromatographs or calorimeters are used for measuring the heat content of gas.

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content will be provided by the supplier or measured by the Company with appropriate gas heat
content measurement devices,¹

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

5 CUSTOMER'S INSTALLATION

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

6 APPLICATION FOR SERVICE

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

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

- E. Managed Expansion Program. The Managed Expansion Program targets gas expansion in specific areas that have high potential for demand. Each Managed Expansion Program project includes a Main Extension. Customers under this program avoid a portion or all of a contribution in aid of construction which would otherwise be required absent the Managed Expansion Program.

F. Managed Expansion Program ("MEP") Premium. The markup for all MEP rates above the rates that would otherwise be applied absent the Managed Expansion Program. The MEP Premium is 30%.

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7 CREDIT

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

8 SERVICE AND MAIN EXTENSIONS

- A. Definitions. The following are definitions of terms used in these provisions relative to main and service extensions and are applicable only in the main and service extensions provisions.
1. Service and Main Extensions. Extensions that require the construction of a new gas main and a service from that new main in order to provide requested gas service to a customer.
 2. Service Extensions. Extensions from an Existing Gas Main to the point of delivery on the customer's premises.
 3. Main Extension. An extension of the new gas main portion of a Service and Main Extension.
 4. Existing Gas Main. A main that is installed in the street and through which gas is flowing.
 5. Abnormal Costs. Abnormal Costs are service and/or main construction costs that are attributable to frost or ledge (including ditching or backfilling necessitated as a result of the presence of frost or ledge), and/or other conditions not typically encountered in service and/or main construction that are peculiar to the particular service and/or main construction concerned. Abnormal Costs are to be paid by the customer.
 6. Extra Footage. The charge (contribution in aid of construction) for Extra Footage is \$63.90 per foot. The charge will be updated annually by calculating the historical average cost per foot for Service

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Extensions, excluding overheads, for the most recent calendar year and the updated charge shall be effective April 1.

7. Estimated Annual Margin. The Estimated Annual Margin is equal to the estimated revenue to be derived from the monthly Customer Charge and delivery charge to be received from the customer for gas service utilizing the Service and Main Extension or Service Extension during the first twelve (12) months after completion of the extension. The Estimated Annual Margin does not include revenue received by the Company for the cost of gas and local distribution adjustment factor.

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

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If the Main Extension will serve more than one location, the Company will calculate the sum of the Estimated Annual Margin from all metered services and the sum of the Estimated Cost of Construction for the Main Extension and all Service Extensions to ~~determine whether any payment will be required from the customers to be served. The Company will also include the~~

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

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

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

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

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A. ~~C.~~ Failure to Use Installed Gas Service. If a customer fails, within nine months after the date a service is installed under this Section 7, either in whole or in part, to make use of the service, the customer will reimburse the Company for all costs of constructing, removing and retiring the service less any contribution in aid of construction made by the customer for the service, which will be forfeited.

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B. ~~D.~~ Easements, Etc. The Company is not required to construct extensions other than in public ways unless the customer provides, in advance and without expense or cost to the Company, all necessary permits, consents, authorizations and right-of-way easements, satisfactory to the Company, for the construction, maintenance and operation of the pipeline.

C. ~~E.~~ Shortest Distance. Services are run the shortest practical safe distance to the meter location. However, a customer may have the Company install a longer alternate service provided that the customer pays for the extra expense in advance of installation.

D. ~~F.~~ Winter Construction. Ordinarily, no new service pipes or main extensions are installed during the winter conditions (when frost is in the ground) unless the customer defrays the extra expenses.

E. ~~G.~~ Timing and Refunding of Contribution. Except as otherwise agreed by the Company under unusual circumstances, any required contribution in aid of construction will be made prior to installation by the Company of a service. To help cover the Company's expenses, damages and lost business, if substantial construction of the building or buildings for which gas service has been sought is not commenced by the earlier of (1) November 30th next following submission of the application; or (2) the date when the Company commences construction of the main and service concerned prior to withdrawal of the application, ten percent (10%) of the contribution will be forfeited to the Company and will not be returned to the customer. The balance of the contribution will be refunded if and when the application is withdrawn, or will be applied toward the new contribution if the customer submits a new application for service or subsequently commences construction of the building or buildings. A new application may be submitted at any time.

F. ~~H.~~ Reasonable Duration and Non-Discrimination. Under none of the foregoing provisions will the Company be required to install service pipes or to contract main extensions where the business to be secured may not be of reasonable duration or will tend, in any way, to constitute unreasonable discrimination.

G. ~~I.~~ Title. Title of all extensions constructed in accordance with the above shall be vested in the Company.

H. ~~J.~~ Other Requirements. The Company generally will not approve any application or, if it shall have given such approval, will not proceed or continue with main and/or service construction unless the Company is satisfied

~~1. That the final site plans, sub-division plans and plans and specification for building or buildings to be served by the main and/or service concerned, including plans for waste disposal, water and other associated systems and facilities, have been prepared and approved by owner;~~

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~~2. That all permits, exceptions, approvals and authorizations of governmental bodies or agencies required for construction of such building or buildings and associated systems and facilities have been obtained;~~

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~~1. That the final site plans, sub-division plans and plans and specification for building or buildings to be served by the main and/or service concerned, including plans for waste disposal, water and other associated systems and facilities, have been prepared and approved by owner;~~

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~~2. That all permits, exceptions, approvals and authorizations of governmental bodies or agencies required for construction of such building or buildings and associated systems and facilities have been obtained;~~

~~2.3.~~ That the customer is proceeding or plans promptly to proceed with such construction; and

~~2.4.~~ That nothing has occurred or failed to occur which will or is likely to prevent or interfere with such construction.

8.9. INTRODUCTION OF SERVICE

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

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9.10. COMPANY EQUIPMENT ON CUSTOMER'S PREMISES

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

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other Company identification, to break any seals upon or do any work on any meter, service supply pipe, or other equipment of the Company located on the customer's premises.

- E. Tampering. In the event the Company's meter or other property is being tampered with or interfered with, the customer being supplied through such equipment shall pay the amount which the Company may ~~estimate is due for service used but not registered on the Company's meter and for any repairs or replacements required as well as for costs of inspections, investigations, and protective installation.~~

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

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

11 SERVICE CONTINUITY

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

12 CUSTOMER'S USE OF SERVICE

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

13 INSPECTIONS

- A. Company's Right to Inspect. The Company shall have the right, but shall not be obliged, to inspect any installation before service is introduced or at any time later and reserves the right to reject any piping or appliances not in accordance with the Company's standard requirements. However, such inspection, failure to inspect, or failure to reject shall not render the Company liable or responsible for any losses or damage

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resulting from defects in the installation, piping or appliances, from violation of Company rules, or from accidents which may occur upon the premises of the customer.

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14 MEASUREMENT

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

15 METER TESTS

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

16 DISCONNECTION BY THE COMPANY

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

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

~~16-17~~ 17. **COST OF GAS CLAUSE EXCLUDING KEENE**

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- A. Purpose. The purpose of this Cost of Gas Clause is to establish procedures that allow the Company, subject to the jurisdiction of the Commission, to adjust, on a semiannual basis, its rates for firm gas sales in order to recover the costs of gas supplies, along with any taxes applicable to those supplies, pipeline and storage capacity, production capacity and storage, bad debt expense associated with purchased gas costs, and the costs of purchased gas working capital, to reflect the seasonal variation in the cost of gas, and to credit to customers receiving firm service from the Company all supplier refunds and capacity release sales.
- B. Applicability. This Cost of Gas Clause ("COGC") shall be applicable to the Company and all firm gas sales made by the Company, unless otherwise designated. The application to the clause may, for good cause shown, be modified by the NHPUC. See Section ~~16-17~~ 17(N), "Other Rules."
- C. Cost of Firm Gas Allowable for COGC. All costs of firm gas including, but not limited to, commodity costs, taxes on commodity, demand charges, local production and storage costs, hedging related costs, other gas supply expense incurred to procure and transport supplies and commodity related bad debt expense, the gas used in Company operations, transportation fees, costs associated with buyouts of existing contracts, and purchased gas working capital may be included in the COGC. Any costs recovered through application of the COGC shall be identified and explained fully in the semiannual filings outlined in Section ~~16-17~~ 17(M).
- D. Effective Date of Cost of Gas Factor. The seasonal Cost of Gas Factor ("COG") shall become effective upon NHPUC approval on the first day of each season as designated by the Company. Unless otherwise notified by the NHPUC, the Company shall submit COG filings as outlined in Section ~~16-17~~ 17(M) of this clause on or before the first business day in September...
- E. Definitions. The following terms shall be defined in this section, unless the context requires otherwise.
1. Bad Debt Expense: The uncollectible expense attributed to the portion of the Company's revenue associated with the recovery of gas costs under this clause.
 2. Capacity Release Revenues: The economic benefit derived from the sale or release of transportation and storage capacity that the Company has under contract.
 3. Carrying Charges: Interest expense calculated on the average monthly balance using the monthly prime lending rate, as reported by the Federal Reserve Statistical Release of Selected Interest Rates, and then added to the end of month balance.
 4. Correction Factor: Seasonal Adjustment necessary to align the peak day volumes used to calculate the Commercial and Industrial load factor ratios with the seasonal Commercial and Industrial High Winter and Low Winter throughput volumes applied to the cost of gas calculations.

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5. Direct Gas Costs: All purchased gas costs including supplier, storage and pipeline demand and commodity costs, as well as the commodity costs for local manufactured gas (Liquid Propane Gas ("LPG") and Liquefied Natural Gas ("LNG")).

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

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

Variable	Description	Approved Figure
MISC	Miscellaneous Overhead	\$13,170
PS	Production and Storage Capacity	\$1,980,428
WCA%	Working Capital Allowance Percentage	3.91%

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

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

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

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

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

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

Winter Season Cost of Gas Formula (CGw)

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

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

Winter Demand Cost (Dw) Formula

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

and:

$$NCSMw = CRRw + OSSMw + SBdw$$

and:

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

where:

- CGw = The total cost of gas for the Winter Season for the Company's firm sales customers previously defined.
- BDw = Bad Debt expense for the Winter Season.
- Cw = Commodity-related direct gas cost for the Winter Season.
- Dw = The total Winter Demand costs.
- DEMw = Demand Charges allocated to the Winter Season defined in Section ~~16-117~~(E).
- NCSMw = The Non-Core Sales Margins equal to the sum of the Winter Season returnable Capacity Release Revenues, and Off-System Sales Margins.
- WCwd = Working Capital allowable associated with demand charges allocated to the Winter Season as defined in Section ~~16-117~~(K).
- R1d, R2d = Supplier demand-related refunds - The Supplier refunds associated with refund program credits derived from Account 5541-8048, "Undistributed Gas Suppliers' Refunds." See Section ~~16-117~~(I).

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CRRw = The returnable Capacity Release Revenues allocated to the Winter Season. See Section ~~16.1~~17(E).

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OSSMw = The returnable Off-System Sales Margins allocated to the Winter Season. See Section ~~46-17~~(E).

SBdw = Demand revenues received from Firm Stand-By Sales Service customers in the Winter Season.

WCA % = Percentage of gas costs equivalent to Working Capital Allowance associated with gas costs. Refer to Section ~~46-17~~(F) for this percentage.

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

Rw = Reconciliation Costs – Winter Season deferred gas costs, Account 1920-~~4717~~40 balance, inclusive of the associated Account 1920-~~4717~~40 interest, as outlined in Section ~~46-17~~(J).

WCRw = Working Capital reconciliation adjustment associated with Winter Gas Costs - Account 1163-1422 balance as outlined in Section ~~46-17~~(K).

PS = The total dollar amount of costs associated with the local production and storage capacity gas less any production and storage capacity assignment revenues. Refer to Section ~~46-17~~(F) for this dollar amount.

MISC = The total dollar amount of gas costs associated with acquisition, dispatching, Administrative and General expenses and overheads as determined in the Company's most recent rate proceeding. Refer to Section ~~46-17~~(F) for this dollar amount.

Rbd = Annual Bad Debt Expense reconciliation adjustment - Account 1920-~~4717~~43 balance

W:Sales = Forecasted firm sales volumes associated with the Winter Season.

A:Sales = Forecasted annual firm sales volumes.

Winter Season Commodity (Cw) Formula

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

$COMw = WSC - NCCCw - SBcw$
and:

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

COMw = Commodity Charges allocated to the Winter Season as defined in Section ~~46-17~~(E).

FC = Inventory finance charges as defined in Section ~~46-17~~(E).

WCwc = Working Capital Allowable Associated with commodity charges allocated to the Winter Season as defined in Section ~~46-17~~(K).

R1c, R2c = Supplier commodity-related refunds - The supplier refunds associated with refund program credits derived from Account 5541-8048, "Undistributed Gas Suppliers' Refunds". See Section ~~46-17~~(I).

WSC = Commodity charges associated with gas supply sent out in Winter Season as defined in Section ~~46-17~~(E)

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NCCCw = Non-Core Commodity Costs incurred in the Winter Season as defined in Section ~~46-17~~(E).

SBcw = Winter Season commodity revenues received from Firm Stand-By Gas Supply Service sales customers.

WCA % = Percentage of gas costs equivalent to Working Capital Allowance associated with gas costs. Refer to Section ~~46-17~~(F) for this percentage.

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

Winter Bad Debt (BDw) Formula

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

BDw = Forecasted gas supply cost related Bad Debt Expense calculated for Winter Season.

BD% = Bad Debt percentage calculated based on a twelve month basis ending April of each year. Refer to Section ~~46-17~~(F) Bad Debt Allowed Recovery Rate for this percentage.

Dw = Demand related costs in the Winter Season as previously defined.

Cw = Commodity related costs in the Winter Season as previously defined.

Rw = Reconciliation Costs – Winter Season deferred gas costs as previously defined.

WCRw = Winter Season Working Capital Reconciliation adjustment as previously defined.

Residential Winter Season Cost of Gas (COGwr)

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

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

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

W:Sales = Forecasted sales volumes associated with the Winter Season.

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

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

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

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

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Summer Demand Cost (Ds) Formula

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

and:

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

where:

A:Sales = Forecasted annual sales volumes.

BDs = Bad Debt Expense for Summer Season.

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

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

DEMs = Demand charges allocated to the Summer Season defined in Section ~~46-17~~(E).

MISC = The total dollar amount of gas costs associated with acquisition, dispatching, Administrative and General expenses and overheads as determined in the Company's most recent rate proceeding. Refer to Section ~~46-17~~(F) for this dollar amount.

R1d, R2d = Supplier refunds from pipeline demand charges - The per unit supplier refunds associated with refund program credits derived from Account 5541-8048, "Undistributed Gas Suppliers' Refunds." See Section ~~46-17~~(I).

Rs = Summer Season Reconciliation Costs - Account 1920-~~47~~1741 balance, inclusive of the associated Account 1920-~~47~~1741 interest, as outlined in Section ~~46-17~~(J).

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

WCA % = Percentage of gas costs equivalent to Working Capital Allowance associated with gas costs. Refer to Section ~~46-17~~(F) for this percentage.

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

Rbd = Annual Bad Debt Expense reconciliation adjustment - Account 1920-~~47~~1743 balance.

WCRs = Working Capital reconciliation adjustment associated with Summer gas costs - Account 1163-1424 as outlined in Section ~~46-17~~(K).

WCsd = Working Capital allowable costs associated with demand costs allocated to the Summer Season as defined in Section ~~46-17~~(K).

Summer Season Commodity Cost (Cs) Formula

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

and:

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

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where:

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COMs = Commodity charges associated with gas supply sent out in the Summer Season as defined in Section ~~16-17~~(E).

WCsc = Working Capital allowable costs associated with commodity charges allocated to the Summer Season as defined in Section ~~16-17~~(K).

R1c, R2c = Supplier refunds from pipeline commodity charges - The supplier refunds associated with refund program credits derived from Account 5541-8048, "Undistributed Gas Suppliers' Refunds."

NCCCs = Non-core commodity costs incurred in the Summer Season as defined in Section ~~16-17~~(E).

WCA % = Percentage of gas costs equivalent to Working Capital Allowance associated with gas costs. Refer to Section ~~16-17~~(F) for this percentage.

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

Summer Bad Debt (BDs) Formula

$BDs = BD\% \times (Ds + Cs + Rs + WCRs)$
where:

BD% = Bad Debt percentage calculated based on a twelve month basis ending April of each year. Refer to Section ~~16-17~~(F) Bad Debt Allowed Recovery Rate for this percentage.

BDs = Forecasted gas supply related Bad Debt Expense calculated for Summer Season defined in Section ~~16-17~~(E).

Ds = Demand related costs in the Summer Season as previously defined.

Cs = Commodity related costs in the Summer Season as previously defined.

Rs = Reconciliation Costs – Summer deferred gas costs as previously defined.

WCRs = Summer Season Working Capital Reconciliation adjustment as previously defined.

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Residential Summer Season Cost of Gas (COGsr)

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

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

where:

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

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

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

Commercial and Industrial Winter and Summer Season Cost of Gas

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

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

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

These factors are calculated according to the following formulas:

Low Winter Use (COGwl) Formula Winter Season

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

Low Winter Use (COGsl) Formula Summer Season

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

and:

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

and:

High Winter Use (COGwh) Formula Winter Season

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

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High Winter Use (COGsh) Formula Summer Season

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

and

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

and:

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

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

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

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

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

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

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

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

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

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

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

where:

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

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

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

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

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

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

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

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DC = The annual forecasted pipeline, storage and peaking demand charges plus the total production and storage capacity costs, as stated in Section ~~4617.4~~(F).

DCc = The Commercial and Industrial rate classes pro-rata share of the annual forecasted pipeline, storage, and peaking demand capacity costs.

DCch = The Commercial and Industrial pro-rata share of the annual forecasted pipeline, storage, and peaking demand capacity costs allocated to Commercial and Industrial High Winter Use rate classes, G-41, G-42, G-43, G-44, G-45, and G-46.

DCcl = The Commercial and Industrial pro-rata share of the annual forecasted pipeline, storage, and peaking demand capacity costs allocated to the Commercial and Industrial Low Winter Use rate classes, G-51, G-52, G-53, G-54, G-55, G-56, G-57, and G-58.

DD = Total peak design day determinants.

DDc = The peak design day determinants allocated for all the Commercial and Industrial rate classes.

DDch = The peak design day determinants for the Commercial and Industrial rate classes, G-41, G-42, G-43, G-44, G-45, and G-46.

DDcl = The peak design day determinants for the Commercial and Industrial rate classes, G-51, G-52, G-53, G-54, G-55, G-56, G-57, and G-58.

Ds = The total Summer Demand charges as defined below.

Dw = The total Winter Demand charges as previously defined.

PL = The annual forecasted pipeline only demand charges

PLmdcq = The maximum daily contract pipeline volume available to the Company.

PLrate = The pipeline demand rate.

RATIOh = Ratio of the average high Winter Use class Cost of Gas low load factor demand capacity costs to the total average Commercial and Industrial demand capacity costs.

RATIOl = Ratio of the average low Winter Use class Cost of Gas high load factor demand capacity costs to the total average Commercial and Industrial demand capacity costs.

REMrate = The weighted average demand rate for storage and peaking supplies.

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

SH:Sales = Total Winter Season forecasted Commercial and Industrial high winter use sales.

SL: Sales = Total Winter Season forecasted Commercial and Industrial low winter use sales volumes.

W:Sales = Forecasted sales volumes associated with the Winter Season.

WH:Sales = Total Winter Season forecasted Commercial and Industrial high winter use sales.

WL: Sales = Total Winter Season forecasted Commercial and Industrial low winter use sales volumes.

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

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

Refund programs shall be initiated with each semiannual COG filing and shall remain in effect for a period of one year. The total dollars to be placed into a given refund program shall be net of over/under-returns from expired programs plus refunds received from suppliers since the previous program was initiated. Refunds shall be segregated by demand and commodity charges and distributed volumetrically, producing per unit refund that will return the principal amount with interest as calculated using the Company's average short-term cost of borrowing for the month to the average of the beginning and end of month balances of refunds. The Company shall track and report on all Account 5541-8048 activities as specified in Section ~~16-17~~(K).

J. Reconciliation Adjustments – Various Accounts.

1. The following definitions pertain to reconciliation adjustment calculations:

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

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

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

- (1) Charges associated with gas supplies, including any applicable taxes, purchased by the Company to serve firm load in the Winter Season.
- (2) Credit non-core commodity costs assigned to non-core customers to which the COGC does not apply, as defined in Section ~~16-17~~(H) (NCCCw).
- (3) Inventory finance charges (FC).
- (4) Winter Season commodity cost carrying charges.

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- c. Capacity Costs Allowable Per Summer Season Formula shall be:
- (1) Charges associated with transmission capacity and product demand procured by the Company to serve firm load in the Summer Season

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- (2) Credits associated with daily imbalance charges and fixed component of penalty charges billed transportation customers in the Summer Season.
 - (3) Summer Season demand cost carrying charges.
 - d. Gas Costs Allowable Per Summer Season Formula shall be:
 - (1) Charges associated with gas supplies, including any applicable taxes, procured by the Company to serve firm load in the Summer Season.
 - (2) Non-core commodity costs associated with non-core sales to which the COG is not applied, as defined in Section ~~16-17~~(E).
 - (3) Summer Season commodity cost carrying charges.
 - e. Costs Allowable Per Bad Debt Formula shall be:
 - (1) Costs associated with uncollected gas costs, incurred by the Company to serve sales load. Such costs represent the bad debt expense related to the gas supply related write-off of sales customers and will be computed by multiplying actual gas costs by the Bad Debt Allowed Recovery Rate specified in Section ~~16-17~~(F). The reconciliation adjustment each season will be computed as the difference between the actual supply related bad debt revenues and the actual gas costs multiplied by the actual Bad Debt Allowed Recovery Rate as specified in Section ~~16-17~~(F).
 - (2) Account 1920-~~1717~~43 – Annual Bad Debt, carrying charges.
2. Calculation of the Reconciliation Adjustments: These accounts contain the accumulated difference between gas cost revenues and the actual monthly gas costs incurred by the Company. The Company shall separate Account ~~171755~~ into Winter Season Gas Costs (Account 1920-~~1717~~40) and Summer Season Gas Costs (Account 1920-~~1717~~41), Account 1920-~~1717~~40 shall contain the accumulated difference between revenues toward gas costs calculated by multiplying the Winter Season Gas Cost for each Customer Classification, (COGwr, COGwl and COGwh) times monthly firm sales volumes for each Customer Classification, and the total costs allowable per the Winter Season gas cost formula. Account 1920-~~1717~~41 shall contain the accumulated difference between revenues toward gas costs calculated by multiplying the Summer Season Gas Cost for each Customer Classification, (COGsr, COGsl and COGsh) times monthly firm sales volumes for each Customer Classification, and the total gas costs allowable per the Summer Season demand formula.

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

The annual bad debt reconciliation adjustments Rbd shall be determined for use, incorporating the bad debt balances in Account 1920-~~1717~~43.

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

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

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

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

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

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

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

b. Working Capital

- (3) Charges associated with gas supplies, including any applicable taxes, purchased by the Company to serve firm load in the Winter season.
- (4) Non-core commodity costs associated with non-core sales to which the COG is not applied, as defined in Section ~~16-17~~(E).
- (5) Carrying charges.

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

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

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

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

e. The Winter and Summer Cost of Gas working capital allowances shall be calculated by applying the Working Capital Allowance Percentage (WCA%) set forth in Section ~~16-17~~(F).

2. Calculation of the Reconciliation Adjustments

- a. Accounts 1163-1422 and 1163-1424 contain the accumulated difference between working capital allowance revenues and the actual monthly working capital allowance cost. The actual monthly working capital allowance shall be calculated by multiplying the actual gas costs times

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the Working Capital Allowance Percentage (WCA%) set forth in Section ~~16-17~~(F), to the actual Direct Gas Costs allowable.

- b. The Winter Season working capital reconciliation adjustment (WCRw) shall be determined for use in the Winter Season Gas Cost calculations incorporating the Winter Season working

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

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

M. Information Required to be Filed with the NHPUC.

1. Reconciliation Adjustments: The Company shall file with the NHPUC a seasonal reconciliation of gas costs and gas cost collections containing information in support of the reconciliation calculation set out in Sections ~~16-17~~(J) (2) and ~~16-17~~(K) (2). Such information shall include the complete list of gas costs recoverable through the COG over the previous season. This seasonal reconciliation shall be filed with the respective seasonal COG reconciliation filing, along with complete documentation of the reconciliation adjustment calculations.

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

The Company shall file with the NHPUC an annual reconciliation of bad debt expense and bad debt collections containing information in support of the reconciliation calculation set out in Sections ~~16-17~~(J) (1) and ~~16-17~~(J) (2). Such information shall detail the revenues collected as an allowance for bad debt, as well as the actual bad debt expense associated with gas cost recoverable through the COG over the 12-month period ending April 30th. This annual reconciliation of bad debt expenses shall be filed with the Winter COG reconciliation filing, along with documentation.

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

N. Other Rules.

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

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

O. Reconciliation Adjustment Accounts.

1163-1422

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

1163-1424

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

1920-1740

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

1920-1741

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

1920-1743

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

5541-8048

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

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

~~16-2~~ **18 COST OF GAS CLAUSE – KEENE DIVISION**

- A. Purpose. To permit the Company to charge its customers in the Keene Division with the cost of gas purchased or produced. A cost of gas rate will be applied to all firm gas billed under this tariff as calculated on the appropriate pages.

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- B. Application. A cost of gas rate will be calculated for the winter heating period, defined as the period from November 1 through April 30, and a cost of gas rate will be calculated for the summer period, defined as the period from May 1 through October 31.

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

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

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

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

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

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

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

~~1719~~ LOCAL DISTRIBUTION ADJUSTMENT CLAUSE ~~AND NORMAL~~ ~~WEATHER ADJUSTMENT~~

- A. Purpose. The purpose of the Local Distribution Adjustment Clause ("LDAC" or this "Clause") is to establish procedures that allow the Company, subject to the jurisdiction of the NHPUC, to adjust, on an annual basis, its delivery charges in order to recover Conservation Charges ("CC"), Revenue Decoupling Adjustment Factor ("RDAF"), Winter Period Surcharges ("WPS"), Environmental

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EFFECTIVE: August 1, 2021

TITLE: President

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Surcharges ("ES") including the Relief Holder Surcharge ("RHS") and the Manufactured Gas Program Surcharge ("MGP"), rate case expenses and recoupment ("RCE"), Residential Low Gas Assistance Program costs ("GAP")

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EFFECTIVE: January 01, 2019

TITLE: NHPUC President

EFFECTIVE: August 1, 2021

TITLE: President

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

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

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

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

~~D. Changes. The cost of gas rate may be adjusted without further Commission action based on the projected over/under collection of gas costs, the adjusted rate to be effective the first of the month. Any such rate adjustments may not exceed a maximum rate of 25 percent above the approved rate, but there is no limit on the amount of any rate reductions.~~

~~E. Refunds. When refunds are made to the Company by its suppliers that are applicable to increased charges collected under this provision, the Company will make appropriate refunds to its customers and as the Commission may direct.~~

~~F. Reporting. The Company shall submit to the Commission, at least 30 days prior to the effective date, the proposed winter and summer period cost of gas rate computation. Any monthly adjustments to the cost of gas rate must be filed five (5) business days prior to the first day of the subsequent month (the effective date of the new rate).~~

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

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

~~17- LOCAL DISTRIBUTION ADJUSTMENT CLAUSE AND NORMAL WEATHER ADJUSTMENT~~

~~A. Purpose. The purpose of the Local Distribution Adjustment Clause ("LDAC" or this "Clause") is to establish procedures that allow the Company, subject to the jurisdiction of the NHPUC, to adjust, on an annual basis, its delivery charges in order to recover Conservation Charges ("CC"), Revenue Decoupling Adjustment Factor ("RDAF"), Winter Period Surcharges ("WPS"), Environmental~~

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Surcharges ("ES") including the Relief Holder Surcharge ("RHS") and the Manufactured Gas Program Surcharge ("MGP"), rate case expenses and recoupment ("RCE"), Residential Low Gas Assistance Program costs ("GAP")

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

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~~B. B. Applicability.~~ This Clause shall be applicable in whole or part to all of the Company's firm sales service and firm delivery service customers ~~as shown on the table below.~~ The application of this clause may, for good cause shown, be modified by the NHPUC. See Section ~~4719(K)~~ "Other Rules." 2

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Notes:

~~N/A. Not applicable X. This Clause is applicable to all rates and charges on a Customer Class Rate Class basis. The application of the CC, RDAF, ES, RCE and GAP is applicable to all terms and therefore the application to all customers, including Managed Expansion Program Customers, is at the same rate per therm as the corresponding non-Managed Expansion Program Customers.~~

+ Applicable to Non-Managed Expansion Program Customers

C. Conservation Charges Allowable for LDAC.

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

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2. **Applicability:** A conservation charge shall be applied to therms sold or transported by the Company subject to the jurisdiction of the Commission as determined in accordance with the provision of this rate schedule. Such conservation charge shall be determined annually by the Company, separately for the Residential Heating, and Commercial/Industrial rate categories, subject to review and approval by the Commission as provided for in this rate schedule.

3. **Calculation of Conservation Charge:** The Company will properly assign expenses for forecasted conservation expenditures to the applicable rate categories for a future twelve (12) month period commencing November 1 of each year. The total of such conservation expenditures plus any prior period reconciling adjustments shall be divided by therm sales as forecasted by the Company for the same annual period and rounded to the nearest hundredth of a cent. The

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DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: January 01, 2019
PRESIDENT

August 1, 2020
Neil Proudman
Susan L. Fleck
President

TITLE:

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resulting conservation charge shall be included in the Company's Local Distribution Adjustment Charge and applied to actual terms sold or transported for the following twelve (12) month period starting November- 1 4, and ending October 31.

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4. Reporting: The Company shall submit annual reports to the Commission reconciling any difference between the actual conservation expenditures and actual revenues collected under this rate schedule. The difference whether positive or negative will be carried forward into the conservation charge for the next recovery period. Upon completion of the conservation program(s), any over or under collection may be credited or charged to the deferred Winter Period cost of gas account, subject to Commission approval.

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5. Effective Date: On or before the first business day in September of each year, the Company shall file with the NHPUC for its consideration and approval, the Company's request for a change in the CC applicable to each Rate Category during the next subsequent twelve-month period commencing with the calendar month of November.

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ISSUED BY: /s/Susan L. Fleck

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TITLE: President

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~~7.1. Reporting: The Company shall submit annual reports to the Commission reconciling any difference between the actual conservation expenditures and actual revenues collected under this rate schedule. The difference whether positive or negative will be carried forward into the conservation charge for the next recovery period. Upon completion of the conservation program(s), any over or under collection may be credited or charged to the deferred Winter Period cost of gas account, subject to Commission approval.~~

~~8.1. Effective Date: On or before the first business day in September of each year, the Company shall file with the NHPUC for its consideration and approval, the Company's request for a change in the CC applicable to each Rate Category during the next subsequent twelve-month period commencing with the calendar month of November.~~

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August 1, 2021
TITLE: President

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2. ~~Reporting:~~ The Company shall submit annual reports to the Commission reconciling any difference between the actual conservation expenditures and actual revenues collected under this rate schedule. The difference whether positive or negative will be carried forward into the conservation charge for the next recovery period. Upon completion of the conservation program(s), any over or under collection may be credited or charged to the deferred Winter Period cost of gas account, subject to Commission approval.

3. ~~Effective Date:~~ On or before the first business day in September of each year, the Company shall file with the NHPUC for its consideration and approval, the Company's request for a change in the CC applicable to each Rate Category during the next subsequent twelve month period commencing with the calendar month of November.

4.6. Reconciliation Adjustment: Account 1163-1755 shall contain the cumulative difference between the sum of the DSM expenditures incurred by the Company plus the sum of the DSM repayments and the revenues collected from customers. The Company shall file the reconciliation along with the COG filing on or before the first business day in September of each year.

B. D. Revenue Decoupling Adjustment Factor.

1. Purpose: ~~The Company's RDAF~~ Revenue decoupling eliminates the link between volumetric sales and Company revenue in order to align the interests of the Company and customers with respect to changing customer usage by establishing an allowed revenue per customer ("RPC"). The Company is allowed to collect that RPC for the number of actual customers it has in a given month. ~~The difference~~ The purpose of the Revenue Decoupling Adjustment Factor ("RDAF") is to establish procedures that allow the Company, subject to the jurisdiction of the NHPUC, to adjust, on an annual basis, its rates for firm gas sales and firm transportation in order to reconcile the difference between the Actual Base Revenue collected per Customer with and the Benchmarked Base Allowed Revenue per Customer. ~~The Company's RDAF eliminates the link between volumetric sales and Company revenue in order to align the interests of the Company and customers with respect to changing customer usage.~~ The purpose of the Normal Weather Adjustment ("NWA") is to adjust each customer's bill for the difference in delivery charges caused by the variation in actual Heating Degree Days ("HDDs") from normal HDDs during the Winter Period.

2. Effective Date: The RDAF and NWA shall take effect beginning on November 1, 2018, and replace the Lost Revenue Adjustment Mechanism (LRAM) established in Order No. 25,932 (Docket No. DE 15-137).

3. Applicability: The Revenue Decoupling Adjustment Factor and NWA shall apply to all of the Company's firm tariff ~~r~~Rate ~~s~~Schedules, ~~subject to the jurisdiction of the Commission excluding special contracts,~~ as determined in accordance with the provisions of this RDAF and NWA.

4. Definitions: The following definitions shall apply throughout the RDAF and ~~NWA~~ Section 179D:

4. Actual Base Revenue is the actual revenue derived from the Company's distribution rates for a

ISSUED: March 20, 2019

ISSUED BY: /s/Susan L. Fleck
Susan L. Fleck

EFFECTIVE: November 01, 2018

TITLE: President

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given Decoupling Year for a Customer Class. The Company will use monthly distribution revenues adjusted to include weather normalized actuals and Actual Number of Customers to determine the Monthly Actual Base Revenue per Customer.

- a. Actual Number of Customers is the actual number of Equivalent Bills for the applicable Customer Class Rate Class for the each applicable month of the Decoupling Year.
- b. Equivalent Bill. Customers are billed on different days of the month. To calculate the number of customers in a month for purposes of calculating the Monthly Actual Revenue it is necessary to use Equivalent Bills as a representation for customers. Equivalent Bills are calculated by dividing the number of days in the billing period of each customer's bill by 30.
- c. Billing Year is the 12-months commencing November 1 immediately following the completion of the Decoupling Year.
- d. Decoupling Year. The first Decoupling Year shall be the 10-month period from November 1, 2018 to August 31, 2019. Each subsequent Decoupling Year shall be the twelve months commencing September 1 through August 31.
- e. Customer Class Rate Class is the group of all are customers taking service pursuant to the same Rate Schedules combined as follows: Rates R-1 and R-5, except that for revenue decoupling purposes rate schedule Rates R-3, R-4, R-6, and R-7 R4, Rates G-41 and G-44, Rates G-42 and G-45, Rates G-43 and G-46, Rates G-51 and G-55, Rates G-52 and G-56, Rates G-53 and G-57, and Rates G-54 and G-58, shall be grouped with R3 and R7 with R6.

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DISSED: XMarch 202019 ISSUED BY: /s/ Susan D. Fleck
EFFECTIVE: November 01, 2018 TITLE: President

Authorized by NHP Order No. 26-187 dated November 02, 2021 & in Docket No. DG-17-048

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~~LIBERTY UTILITIES~~ Terms and Conditions
~~35~~

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~~c. LIBERTY UTILITIES~~ Superseding First Revised Page 35

f. ~~Customer Class Group~~ Customer Class Group (CG) is the group of rRate sSchedules combined for purposes of calculating the Revenue Decoupling Adjustment and the RDAF. The two ~~Customer Class Group~~ Customer Class Groups are as follows:

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~~DATED: XXX XX, 2021~~ ISSUED BY: ~~/s/Neil Proudman~~
~~EFFECTIVE: January 01, 2019~~ ~~Susan L. Fleck~~
~~EFFECTIVE: August 1, 2021~~ ~~Neil Proudman~~
~~TITLE: President~~
~~TITLE: President~~

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Second Revised Page 32
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~~d. Residential Customer Class Group~~ Customer Class Group (CG1): defined as both Residential Non-Heating ~~Customer ClassRate Class~~ and Residential Heating ~~Customer ClassRate Class~~, shall consist of all customers taking service pursuant to the Company's residential rate schedules. CG1 shall include customers taking service under rate schedules R-1, R-3, R-4, R-5, R-6 and R-7.

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

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

~~f.~~

~~g. Decoupling Year. The first Decoupling Year shall be the 10-month period from November 1, 2018 to August 31, 2019. Each subsequent Decoupling Year shall be the twelve months commencing September 1 through August 31.~~

~~h. Equivalent Bill. The number of days in the billing period of each customer's bill divided by 30.~~

~~5. Real-time normal weather adjustment is the difference between actual distribution revenue billed to each customer in each billing cycle for each month or portion thereof during the Winter Period, and what distribution revenue for each customer's bill would have been based on weather-normalized term deliveries for the same period. The resulting charge or credit will be added to or subtracted from each customer's bill at the time the bill is rendered (i.e., "real-time"). Calculation of Revenue Per Customer~~

a. Definitions:

~~i. Initial Approved Revenue is the Distribution Revenue portion of the total approved revenue requirement is allocated through rate design to for each Customer ClassRate Class less MEP Premium revenues, all as approved by Order of the Commission in a rate case, to determine the Commission approved Initial RPC per Customer ClassRate Class.~~

~~ii. Incremental Approved Revenue is the amount of any change to the Initial Approved Revenue that is approved by Order of the Commission between rate cases and used to determine the Commission approved Incremental RPC and new Approved RPC.~~

~~iii. Initial Revenue per Customer ("Initial RPC") is calculated for each Customer ClassRate Class and approved by Order of the Commission in a rate case.~~

~~iv. Incremental Revenue per Customer ("Incremental RPC") divides the Incremental Approved Revenue for each Customer ClassRate Class based on the monthly Equivalent Bills for that Customer ClassRate Class for the test period associated with the Incremental Approved Revenue. The Incremental RPC is approved by Order of the Commission in a proceeding other than a rate case that results in a permanent adjustment to base distribution rates. Such proceedings may include, but are not limited to, step adjustments, property tax reconciliation, and temporary rates.~~

DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: January 01, 2019
EFFECTIVE: August 1, 2021

TITLE: Susan L. Fleck
TITLE: Neil Proudman
TITLE: President

Authorized by NHPUC Order No. 26,187 dated November 02, 2018, in Docket No. DG 17-048
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- v. Approved Revenue per Customer ("Approved RPC") is the sum of the Initial RPC per Customer ClassRate Class plus each and all Incremental RPC's per Customer ClassRate Class, if any.
- b. A separate RPC is calculated for each month of the decoupling year for each Customer ClassRate Class using an Approved distribution Revenue and set of Equivalent Bills per for each month.
- c. The Initial RPC is set for each month by calculating the Initial Approved Revenue by Rate Class by month from the approved rate schedule rates by Rate Class for that month. The rate schedule rates adjusted for the MEP Premium are multiplied by the appropriate monthly billing units, Equivalent Bills for customer charges, terms for the blocked term charges, to produce the Initial Approved Revenue by Rate Class by month. The monthly Initial Approved Revenue are then divided by the Equivalent Bills for that month to produce the Initial RPC's for each Rate Class. For the Initial RPC's, the Equivalent Bills and associated blocked term billing units shall be adjusted by an End of Year Bill Adjustment that reflects the number of customers that received service at the end of the test year and Customer Class at the rate case and approved by the Commission to be collected through two components: the customer charge and the per term charges. The Initial RPC is calculated by dividing the Initial Approved Revenue into monthly allowed distribution revenue based on the Equivalent Bills approved by the Commission. The Equivalent Bills for the Initial RPC are proportional to the end of test year customer counts for a given Customer Class. The projected terms used for the monthly allowed distribution revenue calculation shall reflect the volumetric terms corresponding to the end of year customer count.
- d. The Incremental RPC is set for each month by calculating the Incremental Approved Revenue by Rate Class by month from the approved rate schedule rates by Rate Class for that month. The rate schedule rates adjusted for the MEP Premium are multiplied by the appropriate monthly billing units, Equivalent Bills for customer charges, terms for the blocked term charges, to produce the Incremental Approved Revenue by Rate Class by month. The monthly

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DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: January 01, 2019
EFFECTIVE: August 1, 2021

TITLE: Susan L. Fleck
TITLE: Neil Proudman
TITLE: President

Authorized by NHPUC Order No. 26,187 dated November 02, 2018, in Docket No. DG 17-048
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Initial Approved Revenue are then divided by the Equivalent Bills for that month to produce the Initial RPC's for each. For the Incremental RPC's, the Equivalent Bills and associated blocked term billing units shall be those bills and units for the test period associated with the Incremental Approved Revenue. For each residential Rate Class the Incremental RPC does not include any increase to the customer charge, only to the volumetric terms rates. is calculated by dividing the Incremental Approved Revenue into monthly allowed distribution revenue based on the Equivalent Bills approved by the Commission in a proceeding other than a rate case that results in a permanent adjustment to base rates. Equivalent Bills for the determination of Incremental RPCs shall use the calendar month Equivalent Bills for the same time period over which the Incremental Approved Revenue is determined. For each residential Customer Class the RPC only increases the volumetric terms rate.

f. — 6. Calculation of Normal Weather Adjustment

- Definitions. The Normal Weather Adjustment (NWA) for each bill is
- $NWA = \text{Delivery Charge}_{\text{Actual}} \times NWF$
- where Delivery Charge Actual is the calculated delivery charge for actual delivered therms for the
- a. rate schedule applicable to that bill or portion thereof during the Winter Period,

g.

h. Benchmark Base Revenue per Customer is the monthly allowed distribution revenue per Equivalent Bill for a given Decoupling Year for a given Customer Class, reflecting the distribution revenue level and approved equivalent bills from the Company's most recent rate case or other proceeding that results in an adjustment to base rates. Benchmark Base Revenue per Customer will be calculated for each month based on the distribution rates in effect at the start of the Decoupling Year and the calculation will be revised for the remaining months of each Decoupling Year if there is a distribution rate change that occurs following the beginning month of each Decoupling Year.

i. Real-time normal weather adjustment is the difference between actual distribution revenue billed to each customer in each billing cycle for each month or portion thereof during the Winter Period, and what distribution revenue for each customer's bill would have been based on weather normalized therm deliveries for the same period. The resulting charge or credit will be added to or subtracted from each customer's bill at the time the bill is rendered (i.e., "real time").

ii. Winter Period. The time period from November 1 of a given year through April 30 of the following year inclusive.

iii. Base Load Factor for each customer is the customer's most recent two-year average daily delivered therms for actual bills rendered for those billing periods that are completely within the June 1 through August 31 calendar period excluding such billing periods that are only partially within the June 1 to August 31 period. If a customer has less than two-year's billing history, then the customer's available history for the months of June through August as defined above will be used to calculate the average daily delivered therms; and if a customer has no billing history for the months of June through August as defined above, then the average daily delivered therms for the calendar months of June through August for the rate schedule under which the customer is served will be used.

iv. Base Usage for each bill is the current Base Load Factor times the number of days in the billing period.

DISSED: XMarch 202019

ISSUED BY: /s/ Susan J. Fleck

N Susan J. Fleck

EFFECTIVE: November 01, 2018

TITLE: P President

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- v. Heating Usage for each bill is the difference between the actual delivered therms for that bill less the Base Usage for that bill. If the calculated Heating Usage is less than zero, then the Heating Usage for that bill is set equal to zero.
- vi. Heating Degree Days (HDD) for each day is sixty-five (65) minus the average temperature in degrees Fahrenheit for that day. If the calculated HDD is less than zero, then the HDD for that day is set equal to zero.
- vii. Normal Heating Degree Days (Normal HDD) for each day is the thirty-year average HDD for that day.
- viii. Normal Weather Adjustment Slope (NWA Slope) for each bill is the Heating Usage divided by the sum of actual HDD during the billing period.
- ix. Normal Heating Usage for each bill is the NWA Slope times the sum of the Normal HDD for the billing period.
- x. Normal Usage for each bill is the sum of the Base Usage and the Normal Heating Usage.
- xi. Normal Weather Factor (NWF) for each bill is

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N Susan D. Fleck
EFFECTIVE: November 01, 2018 TITLE: President
Authorized by NHPUC Order No. 26,187 dated November 02, 2018, in Docket No. DG-17-048

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- ~~1. Heating Degree Days (HDD) for each day is sixty five (65) minus the average temperature in degrees Fahrenheit for that day. If the calculated HDD is less than zero, then the HDD for that day is set equal to zero.~~
- ~~o. Normal Heating Degree Days (Normal HDD) for each day is the thirty year average HDD for that day.~~

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~~ISSUED: XMarch 202019 ISSUED BY: /s/ Susan D. Fleck
N Susan D. Fleck
EFFECTIVE: November 01, 2018 TITLE: PPresident
Authorized by NHUFC Order No. 26.187 dated November 02, 2018, in Docket No. DG-17-048~~

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Original Page 37
Terms and Conditions

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i. ~~Page 36~~

ii. ~~LIBERTY UTILITIES~~ Superseding Second Revised Page 36

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iv.

~~p. Normal Weather Adjustment Slope (NWA Slope) for each bill is the Heating Usage divided by the sum of actual HDD during the billing period.~~

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~~q. Normal Heating Usage for each bill is the NWA Slope times the sum of the Normal HDD for the billing period.~~

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~~r. Normal Usage for each bill is the sum of the Base Usage and the Normal Heating Usage.~~

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~~s. Normal Weather Factor (NWF) for each bill is~~

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

ISSUED: December 31, 2018 ISSUED BY: ~~/s/Susan L. Fleck~~

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DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: January 01, 2019

Susan L. Fleck

EFFECTIVE: August 1, 2021

Neil Proudman

TITLE: President

Authorized by NHPUC Order No. 26,187 dated November 02, 2018, in Docket No. DG 17-048

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

The Normal Weather Adjustment (NWA) for each bill is

$$NWA = \text{Delivery Charge Actual} \times NWF$$

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

7. Application of the NWA to Customer Bills

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

8. Calculation of Revenue Decoupling Adjustment and Reconciliation

a. Definitions

- i. Monthly Actual Distribution Revenue is the sum of the monthly actual billed Distribution Revenue and the NWA revenue less the MEP Premium for a given Decoupling Year that month. Of the Actual Distribution Revenue, each month the Monthly Allowed Revenue is booked as income and the remaining surplus or deficit is recorded as a corresponding asset or liability on the balance sheet to be collected from or returned to customers through the RDAF.
- ii. Monthly Allowed Revenue is the Approved RPC per Customer Class Rate Class for the applicable month multiplied by the Actual Number of Customers Equivalent Bills for that month. The Monthly Allowed Revenue is booked as income.
- iii. Customer Class Group Customer Class Group Forecasted Throughput Volume is the forecasted firm tariff throughput for a given Customer Group for the Billing Year.
- iv. Revenue Decoupling Accounts ("RDA Accounts") are the accounts established exist on the balance sheet for the purpose of recording the Revenue Decoupling Adjustment for each Customer Class Group Customer Class Group and are used to determine the RDAF reconciliation amount.

b. Description of Revenue Decoupling Adjustment and Reconciliation

ISSUED: March 20, 2019
EFFECTIVE: November 01, 2018

ISSUED BY: /s/Susan L. Fleck
Susan L. Fleck
TITLE: President

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a. Description of Revenue Decoupling Adjustment and Reconciliation

Each month the Company will record a Revenue Decoupling Adjustment in the RDA Accounts in accordance with generally accepted accounting principles. The Revenue Decoupling Adjustment is the difference between the Actual Revenue and the Allowed Revenue is collected in RDA Accounts Monthly Allowed Revenue and the Monthly Actual Distribution Revenue. In addition, the reconciliation amounts collected or distributed through the RDAF are also deposited recorded into the RDA Accounts for each Customer Class Group Customer Class Group. The RDA Accounts accrue interest on the average monthly balance using the prime lending rate. At the conclusion of each Decoupling Year, the Company shall calculate a sum of the balance in each of the RDA Accounts for each Customer Class Group Customer Class Group Decoupling Revenue Adjustment to be shall be used to determine the RDAF for the next Billing Year, effective November 1.

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The Revenue Decoupling Adjustment shall be determined by calculating the monthly difference between the Benchmark Base Revenue per Customer times the actual number of Equivalent Bills for the applicable Customer Class and the Actual Base Revenue for that month. The RDAF volumetric rate per therm to be applied to customers' bills in the Billing Year is the balance in the RDA Accounts at the end of the Decoupling Year sum of these monthly Revenue Decoupling Adjustments for each Customer Class Group Customer Class Group in the Decoupling Year shall be divided by the Forecasted Throughput Volume for that Customer Class Group Customer Class Group forecasted Billing Year sales to derive The volumetric rate per therm to be applied to customers' bills in the Billing Year. The Revenue Decoupling Adjustment shall also include a reconciliation component for the previous Decoupling Year, which represents the difference between the accrued decoupling amount in the Decoupling Year compared to the actual revenues billed in the billing Year.

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Revenue Decoupling Adjustment Formulas

$RDAF_{CG} = RDA \text{ Account Balance}_{CG} \text{ end of Decoupling Year (August 31) divided by } FTV_{CG}$

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$RDA \text{ Account Balance}_{CG} = \text{Sum of } MRDA_{CG} \text{ plus RDAF Reconciliation plus interest}$

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$MRDA_{CG} = \text{Monthly Allowed Revenue}_{CG} \text{ less Monthly Actual Revenue}_{CG} \text{ (including NWA)}$

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$\text{Monthly Allowed Revenue}_{CG} = \text{Monthly Approved RPC}_{CG} \text{ times Actual Customers}_{CG}$

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$$RD_{CG} = \sum_{RC=1}^{RC=n} [(BRPC_{T-1} \times ACUSTS_{T-1}) - AR_{T-1}]$$

And:

$$RDAF_{CG} = \frac{RD_{CG} + CGDEF_{T-1}}{FTV_{CG}}$$

ISSUED: March 20, 2019

ISSUED BY: /s/Susan L. Fleck

EFFECTIVE: November 01, 2018

TITLE: Susan L. Fleck
President

Authorized by NHPUC Order No. 26,187 dated November 02, 2018, in Docket No. DG 17-048

ISSUED: March 20, 2019 ISSUED BY: /s/Susan L. Fleck
EFFECTIVE: November 01, 2018 TITLE: Susan L. Fleck
President
Authorized by NHPUC Order No. 26,187 dated November 02, 2018, in Docket No. DG 17-048

ISSUED: March 20, 2019
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~~Where the terms in the above equation have the following meanings:-~~

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ISSUED BY: /s/Susan L. Fleck

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TITLE: Susan L. Fleck
President

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ACUSTS_{T-1}	The Actual Number of Equivalent Bills for the applicable Customer Class for the most recently completed Decoupling Year (T-1)
AR_{T-1}	The Actual Base Revenue for the applicable Customer Class for the most recently completed Decoupling Year, (T-1), as defined in Section 4(D). For purposes of calculating the Actual Base Revenue, base revenues for Low Income rate class R-4, shall be determined based on non-discounted rate R-3.
BRPC_{T-1}	The Benchmark Base Revenue Per Equivalent Bill for the applicable Customer Class as determined in accordance with Section 4 (D) for the most recently completed Decoupling Year, stated on a monthly basis (T-1).
CG	Customer-Class Groups as defined in Section 4(D).
CGDEF	The balance of the unrecovered deferrals inclusive of associated interest using the prime lending rate.
FTV_{CG}	Forecast Throughput Volumes inclusive of all firm tariff throughput for the Billing Year.
RC_—	Rate classes in a Customer Class Group.
RD_{CG}	The Revenue Decoupling adjustment to revenues, representing the sum of the monthly Revenue Decoupling Adjustments in the Decoupling Year.
RDAF_{CG}	The Revenue Decoupling Adjustment Factor for the Billing Year.

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9. Calculation of the Revenue Decoupling Adjustment Reconciliation

~~Account 1168-1822 shall contain the accumulated difference between annual revenues and the Revenue Decoupling Adjustment, as calculated by multiplying the RDAF times firm sales and transportation throughput, and the Revenue Decoupling Adjustment allowed revenues annually, plus carrying charges on the average monthly balance using the prime lending rate.~~

10.9. Application of the RDAF to Customer Bills

The RDAF (\$ per therm) shall be calculated annually for each Customer Group and shall be truncated at ~~the nearest one one-hundredth of a cent~~ four decimal points per therm. The annual calculated Customer Group RDAF will be applied to the monthly firm tariff throughput for each customer in that particular Customer Group, effective November 1 of the given year.

Calculation of Normal Weather Adjustment

~~The Normal Weather Adjustment (NWA) for each bill is~~

$$\text{NWA} = \text{Delivery Charge}_{\text{Actual}} \times \text{NWE}$$

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

Application of the NWA to Customer Bills

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EFFECTIVE: November 01, 2018

ISSUED BY: /s/Susan L. Fleck
Susan L. Fleck
TITLE: President

Authorized by NHPUC Order No. 26,187 dated November 02, 2018, in Docket No. DG 17-048

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

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DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: January 01, 2019
EFFECTIVE: August 1, 2021

TITLE: Susan L. Fleck
TITLE: Neil Proudman
TITLE: President

Authorized by NHPUC Order No. 26,187 dated November 02, 2018, in Docket No. DG 17-048
Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105

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

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

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

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

~~D. Changes. The cost of gas rate may be adjusted without further Commission action based on the projected over /under collection of gas costs, the adjusted rate to be effective the first of the month. Any such rate adjustments may not exceed a maximum rate of 25 percent above the approved rate, but there is no limit on the amount of any rate reductions.~~

~~E. Refunds. When refunds are made to the Company by its suppliers that are applicable to increased charges collected under this provision, the Company will make appropriate refunds to its customers and as the Commission may direct.~~

~~F. Reporting. The Company shall submit to the Commission, at least 30 days prior to the effective date, the proposed winter and summer period cost of gas rate computation. Any monthly adjustments to the cost of gas rate must be filed five (5) business days prior to the first day of the subsequent month (the effective date of the new rate).~~

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

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

~~18. LOCAL DISTRIBUTION ADJUSTMENT CLAUSE AND NORMAL WEATHER ADJUSTMENT~~

~~E. Purpose. The purpose of the Local Distribution Adjustment Clause ("LDAC" or this "Clause") is to establish procedures that allow the Company, subject to the jurisdiction of the NHPUC, to adjust, on an annual basis, its delivery charges in order to recover Conservation Charges ("CC"), Revenue Decoupling Adjustment Factor ("RDAF"), Winter Period Surcharges ("WPS"), Environmental Surcharges ("ES") including the Relief Holder Surcharge ("RHS") and the Manufactured Gas~~

DATED: XXX XX, 2021 ISSUED BY: /s/Neil Proudman
Neil Proudman
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Program Surcharge ("MGP"), rate case expenses and recoupment ("RCE"), Residential Low Gas Assistance Program costs ("GAP")

ISSUED: March 20, 2019 ISSUED BY: /s/ Susan D. Fleck
NSD
EFFECTIVE: November 01, 2018 TITLE: President
Authorized by NRP/CFO and/or dated 06/02/2021 in Docket No. DG 20-105

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

F. Applicability. This Clause shall be applicable in whole or part to all of the Company's firm sales service and firm delivery service customers as shown on the table below. The application of this clause may, for good cause shown, be modified by the NHPUC. See Section 17(K) "Other Rules."

Applicability	CC- 17(C)	RDAF 17(D)	ES- 17(E)	RCE 17(F)	RLIAP 17(G)
Residential Non-Space Heating R 1, R 5	+	+	X	+	X
Residential Space Heating R 3, R 4, R 6, R 7	+	+	X	+	X
Small C&I G 41, G 51, G 44, G 55	+	+	X	+	X
Medium C&I G 42, G 52, G 45, G 56	+	+	X	+	X
Large C&I G 43, G 53, G 54, G 46, G 57, G 58	+	+	X	+	X

Notes:

N/A Not applicable X This Clause is applicable to all rates and charges on a Customer-Class/Rate-Class basis. The application of the CC, RDAF, ES, RCE and GAP is applicable to all terms and therefore the application to all customers, including Managed Expansion Program Customers, is at the same rate per term as the corresponding non-Managed Expansion Program Customers.
+ Applicable to Non-Managed Expansion Program Customers

G. Conservation Charges Allowable for LDAC:

- Purpose: The purpose of this provision is to establish a procedure that allows the Company, subject to the jurisdiction of the NHPUC, to adjust, on an annual basis, the Conservation Charge, if and when applicable, to firm sales service and firm delivery service throughput in order to recover from firm customers costs and lost margins associated with its energy efficiency management programs.
- Applicability: A conservation charge shall be applied to terms sold or transported by the Company subject to the jurisdiction of the Commission as determined in accordance with the provision of this rate schedule. Such conservation charge shall be determined annually by the Company, separately for the Residential Heating, and Commercial/Industrial rate categories, subject to review and approval by the Commission as provided for in this rate schedule.
- Calculation of Conservation Charge: The Company will properly assign expenses for forecasted conservation expenditures to the applicable rate categories for a future twelve (12) month period commencing November 1 of each year. The total of such conservation expenditures plus any prior period reconciling adjustments shall be divided by term sales as forecasted by the

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EFFECTIVE: August 1, 2021 TITLE: President

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~~Company for the same annual period and rounded to the nearest hundredth of a cent. The resulting conservation charge shall be included in the Company's Local Distribution Adjustment Charge and applied to actual therms sold or transported for the following twelve (12) month period starting November 1, and ending October 31.~~

~~7. Reporting: The Company shall submit annual reports to the Commission reconciling any difference between the actual conservation expenditures and actual revenues collected under this rate schedule. The difference whether positive or negative will be carried forward into the conservation charge for the next recovery period. Upon completion of the conservation program(s), any over or under collection may be credited or charged to the deferred Winter Period cost of gas account, subject to Commission approval.~~

~~Effective Date: On or before the first business day in September of each year, the Company shall file with the NHPUC for its consideration and approval, the Company's request for a change in the CC applicable to each Rate Category during the next subsequent twelve month period commencing with the calendar month of November.~~

~~8.~~

ISSUED: November 16, 2018

ISSUED BY: ~~/s/Susan L. Fleck~~
Susan L. Fleck

EFFECTIVE: November 01, 2018

TITLE: ~~President~~

Authorized by NHPUC Order No. 26,187 dated November 02, 2018, in Docket No. DG 17-048

DATED: XXX XX, 2021 ISSUED BY: ~~/s/Neil Proudman~~
Neil Proudman
EFFECTIVE: August 1, 2021 TITLE: President

Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105

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~~24. Reporting: The Company shall submit annual reports to the Commission reconciling any difference between the actual conservation expenditures and actual revenues collected under this rate schedule. The difference whether positive or negative will be carried forward into the conservation charge for the next recovery period. Upon completion of the conservation program(s), any over or under collection may be credited or charged to the deferred Winter Period cost of gas account, subject to Commission approval.~~

~~26. Effective Date: On or before the first business day in September of each year, the Company shall file with the NHPUC for its consideration and approval, the Company's request for a change in the CC applicable to each Rate Category during the next subsequent twelve-month period commencing with the calendar month of November.~~

~~28. Reconciliation Adjustment: Account 1163-1755 shall contain the cumulative difference between the sum of the DSM expenditures incurred by the Company plus the sum of the DSM repayments and the revenues collected from customers. The Company shall file the reconciliation along with the COG filing on or before the first business day in September of each year.~~

H. Revenue Decoupling Adjustment Factor

~~2. Purpose: The Company's RDAF Revenue decoupling eliminates the link between volumetric sales and Company revenue in order to align the interests of the Company and customers with respect to changing customer usage by establishing an allowed revenue per customer ("RPC"). The Company is allowed to collect that RPC for the number of actual customers it has in a given month. The difference The purpose of the Revenue Decoupling Adjustment Factor ("RDAF") is to establish procedures that allow the Company, subject to the jurisdiction of the NHPUC, to adjust, on an annual basis, its rates for firm gas sales and firm transportation in order to reconcile the difference between the Actual Base Revenue collected per Customer with and the Benchmarked Base Allowed Revenue per Customer. The Company's RDAF eliminates the link between volumetric sales and Company revenue in order to align the interests of the Company and customers with respect to changing customer usage. The purpose of the Normal Weather Adjustment ("NWA") is to adjust each customer's bill for the difference in delivery charges caused by the variation in actual Heating Degree Days ("HDDs") from normal HDDs during the Winter Period.~~

~~4. Effective Date: The RDAF and NWA shall take effect beginning on November 1, 2018, and replace the Lost Revenue Adjustment Mechanism (LRAM) established in Order No. 25,932 (Docket No. DE 15-137).~~

~~6. Applicability: The Revenue Decoupling Adjustment Factor and NWA shall apply to all of the Company's firm tariff Rate Schedules, subject to the jurisdiction of the Commission excluding special contracts, as determined in accordance with the provisions of this RDAF and NWA.~~

~~8. Definitions: The following definitions shall apply throughout the RDAF and NWA Section 17D:~~

~~Actual Base Revenue is the actual revenue derived from the Company's distribution rates for a given Decoupling Year for a Customer Class. The Company will use monthly distribution revenues adjusted to include weather normalized actuals and Actual Number of Customers to determine the Monthly Actual Base Revenue per Customer.~~

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

~~Equivalent Bill. Customers are billed on different days of the month. To calculate the number of customers in a month for purposes of calculating the Monthly Actual Revenue it~~

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N Susan J. Fleck
EFFECTIVE: November 01, 2018 TITLE: P President

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~~is necessary to use Equivalent Bills as a representation for customers. Equivalent Bills are calculated by dividing the number of days in the billing period of each customer's bill by 30.~~

~~Billing Year is the 12 months commencing November 1 immediately following the completion of the Decoupling Year.~~

~~Decoupling Year. The first Decoupling Year shall be the 10 month period from November 1, 2018 to August 31, 2019. Each subsequent Decoupling Year shall be the twelve months commencing September 1 through August 31.~~

- d. ~~Customer ClassRate Class is the group of all rate customers taking service pursuant to the same rate schedules combined as follows: Rates R-1 and R-5, except that for revenue decoupling purposes rate schedule Rates R-3, R-4, R-6, and R-7; Rates G-41 and G-44, Rates G-42 and G-45, Rates G-43 and G-46, Rates G-51 and G-55, Rates G-52 and G-56, Rates G-53 and G-57, and Rates G-54 and G-58, shall be grouped with R-2 and R-7 with R-6.~~

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ISSUED: XMarch 20, 2019 ISSUED BY: /s/ Susan D. Fleck
N Susan D. Fleck
EFFECTIVE: November 01, 2018 TITLE: President

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~~Customer Class Group~~ ~~Customer Class Group (CG)~~ is the group of ~~Rate s~~ ~~Schedules~~ combined for purposes of calculating the Revenue Decoupling Adjustment and the RDAF. The two ~~Customer Class Group~~ ~~Customer Class Groups~~ are as follows:

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

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

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

~~h. Decoupling Year~~: The first Decoupling Year shall be the 10 month period from November 1, 2018 to August 31, 2019. Each subsequent Decoupling Year shall be the twelve months commencing September 1 through August 31.

~~h. Equivalent Bill~~: The number of days in the billing period of each customer's bill divided by 30.

~~Real time normal weather adjustment~~ is the difference between actual distribution revenue billed to each customer in each billing cycle for each month or portion thereof during the Winter Period, and what distribution revenue for each customer's bill would have been based on weather normalized therm deliveries for the same period. The resulting charge or credit will be added to or subtracted from each customer's bill at the time the bill is rendered (i.e., "real time"). ~~Calculation of Revenue Per Customer~~

~~Definitions:~~

~~Initial Approved Revenue~~ is the Distribution Revenue portion of the total approved revenue requirement is allocated through rate design to for each Customer Class ~~Rate Class~~ less MEP Premium revenues, all as approved by Order of the Commission in a rate case, to determine the Commission approved Initial RPC per Customer Class ~~Rate Class~~.

~~Incremental Approved Revenue~~ is the amount of any change to the Initial Approved Revenue that is approved by Order of the Commission between rate cases and used to determine the Commission approved Incremental RPC and new Approved RPC.

~~Initial Revenue per Customer ("Initial RPC")~~ is calculated for each Customer Class ~~Rate Class~~ and approved by Order of the Commission in a rate case.

~~Incremental Revenue per Customer ("Incremental RPC")~~ divides the Incremental Approved Revenue for each Customer Class ~~Rate Class~~ based on the monthly Equivalent Bills for that Customer Class ~~Rate Class~~ for the test period associated with the Incremental Approved Revenue. The Incremental RPC is approved by Order of the Commission in a proceeding other than a rate case that results in a permanent adjustment to base distribution rates. Such proceedings may include, but are not limited to, step adjustments, property tax reconciliation, and temporary rates.

ISSUED: XMárc 2020019

ISSUED BY: /s/Sukārdh Flock
N Sukārdh Flock

EFFECTIVE: A Ngvmb 001, 2018

TITLE: P President

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~~calculated for each month based on the distribution rates in effect at the start of the Decoupling Year and the calculation will be revised for the remaining months of each Decoupling Year if there is a distribution rate change that occurs following the beginning month of each Decoupling Year.~~

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~~Real time normal weather adjustment is the difference between actual distribution revenue billed to each customer in each billing cycle for each month or portion thereof during the Winter Period, and what distribution revenue for each customer's bill would have been based on weather normalized therm deliveries for the same period. The resulting charge or credit will be added to or subtracted from each customer's bill at the time the bill is rendered (i.e., "real time").~~

~~h. Winter Period. The time period from November 1 of a given year through April 30 of the following year inclusive.~~

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~~h. Base Load Factor for each customer is the customer's most recent two year average daily delivered therms for actual bills rendered for those billing periods that are completely within the June 1 through August 31 calendar period excluding such billing periods that are only partially within the June 1 to August 31 period. If a customer has less than two year's billing history, then the customer's available history for the months of June through August as defined above will be used to calculate the average daily delivered therms; and if a customer has no billing history for the months of June through August as defined above, then the average daily delivered therms for the calendar months of June through August for the rate schedule under which the customer is served will be used.~~

~~h. Base Usage for each bill is the current Base Load Factor times the number of days in the billing period.~~

~~viii. Heating Usage for each bill is the difference between the actual delivered therms for that bill less the Base Usage for that bill. If the calculated Heating Usage is less than zero, then the Heating Usage for that bill is set equal to zero.~~

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~~EFFECTIVE: November 01, 2018~~ ~~N Susan D. Fleck~~
~~TITLE: P President~~

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- ~~h. Heating Degree Days (HDD) for each day is sixty five (65) minus the average temperature in degrees Fahrenheit for that day. If the calculated HDD is less than zero, then the HDD for that day is set equal to zero.~~
- ~~e. Normal Heating Degree Days (Normal HDD) for each day is the thirty year average HDD for that day.~~

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N Susan D. Fleck
EFFECTIVE: November 01, 2018 TITLE: P President
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viii. ~~Page 36~~
viii. ~~LIBERTY UTILITIES~~ ~~Superseding Second Revised Page 36~~
viii. ~~—~~
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~~h. Normal Weather Adjustment Slope (NWA Slope) for each bill is the Heating Usage divided by the sum of actual HDD during the billing period.~~

~~—~~
~~—~~

~~h. Normal Heating Usage for each bill is the NWA Slope times the sum of the Normal HDD for the billing period.~~

~~—~~
~~—~~

~~h. Normal Usage for each bill is the sum of the Base Usage and the Normal Heating Usage.~~

~~—~~
~~—~~

~~h. Normal Weather Factor (NWF) for each bill is~~

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

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

~~The Normal Weather Adjustment (NWA) for each bill is~~

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

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

~~Application of the NWA to Customer Bills~~

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

~~Calculation of Revenue Decoupling Adjustment and Reconciliation~~

~~Definitions~~

~~Monthly Actual Distribution Revenue is the sum of the monthly actual billed Distribution Revenue and the NWA revenue less the MEP Premium for a given Decoupling Year that month. Of the Actual Distribution Revenue, each month the Monthly Allowed Revenue is booked as income and the remaining surplus or deficit is recorded as a corresponding asset or liability in the books.~~

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President

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~~or returned to customers through the RDAF.~~
~~Monthly Allowed Revenue is the Approved RPC per Customer ClassRate Class for the applicable month multiplied by the Actual Number of Customers Equivalent Bills for that month. The Monthly Allowed Revenue is booked as income.~~
~~Customer Class Group Customer Class GroupForecasted Throughput Volume is the forecasted firm tariff throughput for a given Customer Group for the Billing Year.~~
~~of Revenue Decoupling Accounts ("RDA Accounts") are the accounts established exist on the balance sheet for the purpose of recording the Revenue Decoupling Adjustment for each Customer Class GroupCustomer Class Group and are used to determine the RDAF reconciliation amount.~~

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Description of Revenue Decoupling Adjustment and Reconciliation

Each month the Company will record a Revenue Decoupling Adjustment in the RDA Accounts in accordance with generally accepted accounting principles. The Revenue Decoupling Adjustment is the difference between the Actual Revenue and the Allowed Revenue is collected in RDA Accounts Monthly Allowed Revenue and the Monthly Actual Distribution Revenue. In addition, The reconciliation amounts collected or distributed through the RDAF are also deposited/reported into the RDA Accounts for each Customer Class Group Customer Class Group. The RDA Accounts accrue interest on the average monthly balance using the prime lending rate. At the conclusion of each Decoupling Year, the Company shall calculate a sum of the balance in each of the RDA Accounts for each Customer Class Group Customer Class Group Decoupling Revenue Adjustment to be used to determine the RDAF for the next Billing Year, effective November 1.

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The Revenue Decoupling Adjustment shall be determined by calculating the monthly difference between the Benchmark Base Revenue per Customer times the actual number of Equivalent Bills for the applicable Customer Class and the Actual Base Revenue for that month. The RDAF volumetric rate per term to be applied to customers' bills in the Billing Year is the balance in the RDA Accounts at the end of the Decoupling Year sum of these monthly Revenue Decoupling Adjustments for each Customer Class Group Customer Class Group in the Decoupling Year shall be divided by the Forecasted Throughput Volume for that Customer Class Group Customer Class Group. forecasted Billing Year sales to derive The volumetric rate per term to be applied to customers' bills in the Billing Year. The Revenue Decoupling Adjustment shall also include a reconciliation component for the previous Decoupling Year, which represents the difference between the accrued decoupling amount in the Decoupling Year compared to the actual revenues billed in the billing Year.

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Revenue Decoupling Adjustment Formulas

$RDAF_{CG} = RDA \text{ Account Balance}_{CG} \text{ end of Decoupling Year (August 31) divided by } FTV_{CG}$

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$RDA \text{ Account Balance}_{CG} = \text{Sum of } MRDA_{CG} \text{ plus RDAF Reconciliation plus interest}$

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$MRDA_{CG} = \text{Monthly Allowed Revenue}_{CG} \text{ less Monthly Actual Revenue}_{CG} \text{ (including NWA)}$

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$\text{Monthly Allowed Revenue}_{CG} = \text{Monthly Approved RPC}_{CG} \text{ times Actual Customers}_{CG}$

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$$RD_{CG} = \sum_{RC=1}^{RC=n} [(BRPC_{CG-1} \times ACUSTS_{CG-1}) - AR_{CG-1}]$$

And:

$$RDAF_{CG} = \frac{RD_{CG} + CGDEF_{CG-1}}{FTV_{CG}}$$

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President

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EFFECTIVE: November 01, 2018 TITLE: Susan L. Fleck
President
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~~Where the terms in the above equation have the following meanings:-~~

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$ACUSTS_{T-1}$ The Actual Number of Equivalent Bills for the applicable Customer Class for the most recently completed Decoupling Year (T-1)

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AR_{T-1} The Actual Base Revenue for the applicable Customer Class for the most recently completed Decoupling Year, (T-1), as defined in Section 4(D). For purposes of calculating the Actual Base Revenue, base revenues for Low Income rate class R-4, shall be determined based on non-discounted rate R-3.

$BRPC_{T-1}$ The Benchmark Base Revenue Per Equivalent Bill for the applicable Customer Class as determined in accordance with Section 4 (D) for the most recently completed Decoupling Year, stated on a monthly basis (T-1).

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CG Customer-Class Groups as defined in Section 4(D).

$CGDEF$ The balance of the unrecovered deferrals inclusive of associated interest using the prime lending rate.

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FTV_{CG} Forecast Throughput Volumes inclusive of all firm tariff throughput for the Billing Year.

RC_{-} Rate classes in a Customer Class Group.

RD_{CG} The Revenue Decoupling adjustment to revenues, representing the sum of the monthly Revenue Decoupling Adjustments in the Decoupling Year.

$RDAF_{CG}$ The Revenue Decoupling Adjustment Factor for the Billing Year.

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105. Calculation of the Revenue Decoupling Adjustment Reconciliation

Account 1168-1823 shall contain the accumulated difference between annual revenues and the Revenue Decoupling Adjustment, as calculated by multiplying the RDAF times firm sales and transportation throughput, and the Revenue Decoupling Adjustment allowed revenues annually, plus carrying charges on the average monthly balance using the prime lending rate.

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108. Application of the RDAF to Customer Bills

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The RDAF (\$ per therm) shall be calculated annually for each Customer Group and shall be truncated at the nearest one one hundredth of a cent four decimal points per therm. The annual calculated Customer Group RDAF will be applied to the monthly firm tariff throughput for each customer in that particular Customer Group, effective November 1 of the given year.

111. Calculation of Normal Weather Adjustment
The Normal Weather Adjustment (NWA) for each bill is

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$NWA = \text{Delivery Charge Actual} \times NWF$

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

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President

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~~117. Application of the NWA to Customer Bills~~

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

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~~123.~~ Information to be Filed with the Commission

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

- ~~a. The calculation of the RDA Account Balance at the end of the Decoupling Year.~~
- ~~b. The calculation of the RDAF for the Decoupling Year by Customer Class Group to be applied to the upcoming Billing Year.~~
- ~~c. The approved calculation of the RDAF for the previous Billing Year by Customer Class Group.~~
- ~~d. The calculation for the each Commission Approved RPC and the associated Equivalent Bills for the Initial RPC and each Incremental RPC.~~
- ~~applicable revenue decoupling revenue dollar adjustment for the Decoupling Year by Customer Class Group.~~
- ~~b. The calculation of the revenue decoupling reconciliation dollar adjustment for the previous Decoupling Year by Customer Class Group.~~
- ~~e. The calculation of the proposed decoupling rate per therm for each customer class group to be applied in the Billing Year.~~
- ~~e. The calculation of the monthly Benchmark Base Revenue per Customer, to be utilized in the upcoming Decoupling Year. If distribution rates change during the Decoupling Year, the monthly Benchmark Base Revenue per Customer for the remaining months of the Decoupling Year will be revised and filed with the Commission.~~

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

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1. Purpose: In order to recover expenditures associated with former manufactured gas Programs, there shall be an ES Rate applied to all firm volumes billed under the Company's delivery service charges.
2. Applicability: An annual ES Rate shall be calculated effective every November 1 for the annual period of November 1 through October 31. The annual ES Rate shall be filed with the Company's Winter season Cost of Gas Clause ("COG") filing and be subject to review and approval by the Commission. The annual ES Rate shall be applied to firm sales and to firm delivery throughput as a part of the LDAC. Special contract customers are exempt from the ES.
3. Costs Allowable: All approved environmental response costs associated with manufactured gas Programs may be included in the ES Rate

The total annual charge to the Company's customers for environmental response costs during any annual ES recovery period shall not exceed five percent (5%) of the Company's total revenues from firm gas sales and delivery throughput during the preceding twelve (12) month period ending June 30. The total annual charge shall represent the ES expenditures reflected in the calculation of the ES Rate to be in effect for the upcoming twelve-month period, November 1 through October 31. If this recovery limitation results in the Company recovering less than the amount that would otherwise be recovered in a particular ES Recovery Year, then the Company would defer this

ISSUED: January 28, 2019

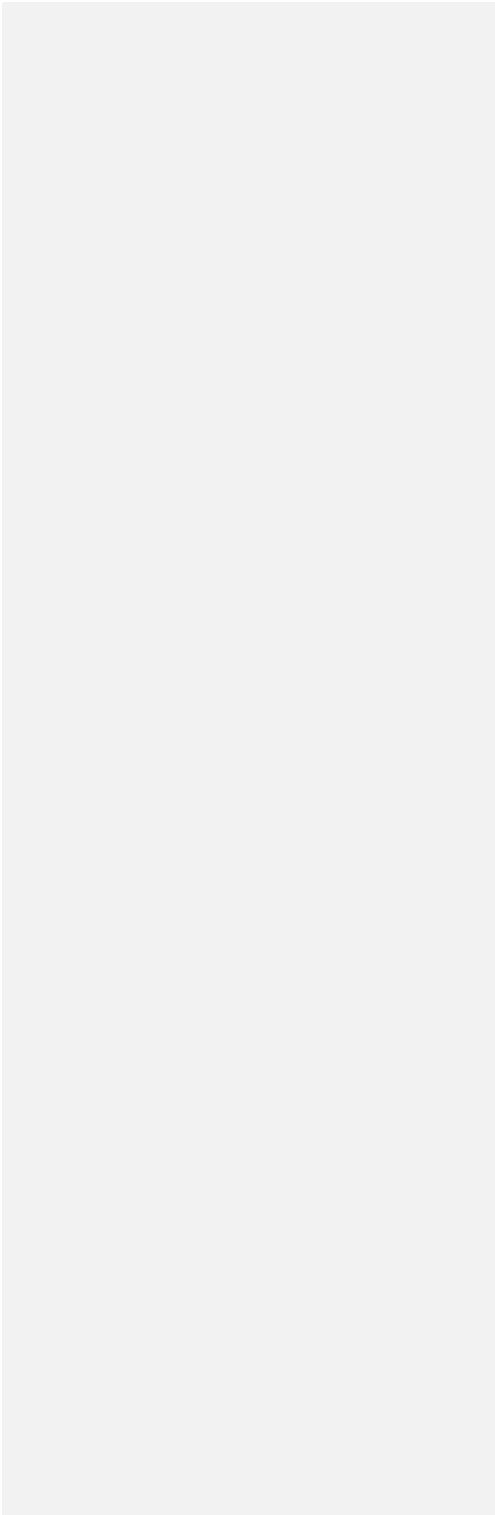
ISSUED BY: /s/Susan L. Fleck

EFFECTIVE: November 01, 2018

TITLE: Susan L. Fleck
President

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unrecovered amount, with interest, calculated monthly on the average monthly balance, until the next recovery period in which this amount could be recovered without violating the 5% limitation. The interest rate is to be adjusted monthly using the monthly prime lending rate, as reported by the Federal Reserve Statistical Release of Selected Interest Rates.



ISSUED: January 28, 2019
EFFECTIVE: November 01, 2018
ISSUED BY: /s/Susan L. Fleck
 Susan L. Fleck
 President
Authorized by NHPUC Order No. 26,187 dated November 02, 2018, in Docket No. DG 17-048

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4. **Effective Date:** On or before the first business day in September of each year, the Company shall file with the NHPUC for its consideration and approval, the Company's request for a change in the ES applicable to all firm sales and firm delivery service throughput for the subsequent twelve-month period commencing with the calendar month of November.

5. **Definitions:**

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

~~6. **Reconciliation Adjustments:** Prior to the Winter Period COG, the Company shall calculate the difference between (a) the revenues derived by multiplying firm sales and delivery throughput by the ES Rate, and (b) the historical amortized costs approved for recoveries in the prior November's Annual ES Recovery Period. Account 1920-1863 shall contain the cumulative difference and the Company shall file the reconciliation along with its COG filing on or before the first business day in September of each year.~~

~~7. **Calculation of the ES:** The ES Rate calculated annually consists of one seventh of actual response costs incurred by the Company in the twelve month period ending June 30 of each year until fully amortized (over seven years). Any insurance and third party recoveries or other benefits for the twelve month period ending June 30 shall be applied to reduce the unamortized balance, shortening the amortization period. The sum of these amounts is then divided by the Company's forecast of total firm sales and delivery throughput for the upcoming twelve months of November 1 through October 31.~~

~~8. **Application of ES to Bills:** The annual ES Rate shall be calculated to the nearest one one hundredth of a cent per therm and shall be applied to the monthly firm gas sales and firm delivery service throughput by being included in the determination of the annual LDAC, and also shall be included in the Distribution Adjustment of the Delivery Charges of each firm customer's bill.~~

~~J. **Expenses Related to Rate Cases/Temporary Rate Reconciliation Allowable for LDAC:**~~

~~1. **Purpose:** The purpose of this provision is to establish a procedure that allows the Company to adjust its rates for the recovery of NHPUC approved rate case expenses and the reconciliation of temporary rates.~~

~~2. **Applicability:** The Rate Case Expenses/Temporary Rate Reconciliation ("RCE") shall be applied to all firm tariffed customers. The RCE will be determined by the Company, as defined below.~~

~~3. **Rate Case Expenses Allowable for LDAC:** The total amount of the RCE will be equal to the~~

ISSUED: November 10, 2018
DATED: XXX XX, 2021
EFFECTIVE: November 01, 2018
EFFECTIVE: August 1, 2021

ISSUED BY: /s/Susan L. Flock
TITLE: President
TITLE: President

Authorized by NHPUC Order No. 26,187 dated November 02, 2018, in Docket No. DG 17-048
Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105

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| ~~amount approved by the Commission.~~

ISSUED: November 16, 2018 ISSUED BY: /s/Susan L. Fleck
~~DATED: XXX XX, 2021~~ ~~ISSUED BY: /s/Susan L. Fleck~~
~~EFFECTIVE: November 01, 2018~~ ~~TITLE: NHPUC President~~
~~EFFECTIVE: August 1, 2021~~ ~~TITLE: President~~
Authorized by NHPUC Order No. 26,187 dated November 02, 2018, in Docket No. DG 17-048
Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105

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~~4. Effective Date of Rate Case Expense Charge: The effective date of the RCE will be determined by the NHPUC in an individual rate proceeding.~~

~~5. Definition: The RCE includes all rate case related expenses approved by the NHPUC. This includes legal expenses, costs for bill inserts, costs for legal notices, consulting fees processing expenses, and other approved expenses. The temporary Rate reconciliation will include the variance between the delivery revenues obtained from the rates prescribed in the temporary rate order and the delivery revenues obtained from the final rates approved by the NHPUC.~~

~~6. Rate Case Expense/Temporary Rate Reconciliation (RCE) Factor Formulas: The RCE will be calculated according to the Commission Order issued in an individual proceeding to establish details including the number of years over which the RCE shall be amortized and the allocation of recovery among rate classes. In general, the RCE Factor will be derived by dividing the annual portion of the total RCE, plus the RCE Reconciliation Adjustment, by forecast firm annual throughput.~~

~~7. Reconciliation Adjustments: Account 1930-1745 shall contain the accumulated difference between revenues toward Rate Case Expenses as calculated by multiplying the Rate Case Expense Factor ("RCEF") times the appropriate monthly volumes and Rate Case Expense allowed, plus carrying charges added to the end of month balance. The carrying charges shall be calculated beginning on the first month of the recovery period by applying the monthly prime lending rate, as reported by the Federal Reserve Statistical Release of Selected Interest Rates to the average monthly balance.~~

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

~~8. Application of RCE to Bills: The RCE (\$ per therm) shall be calculated to the nearest one one hundredth of a cent per therm and shall be applied to the monthly firm gas sales and firm delivery service throughput by being included in the determination of the annual LDAC, and also shall be included in the Distribution Adjustment of the Delivery Charges of each firm customer's bill.~~

~~9. Information to be Filed with the NHPUC: Information pertaining to the RCE will be filed with the NHPUC consistent with the filing requirements of all cost and revenue information included in the LDAC. The RCE filing will contain the calculation of the new RCE and will include the updated RCE reconciliation balance.~~

~~K. Recoverable Residential Low Income Gas Assistance Program Costs:~~

~~1. Purpose: The purpose of this provision is to establish a procedure that allows the Company,~~

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DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

Neil Proudman

EFFECTIVE: August 1, 2021

TITLE: President

Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105

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~~subject to the jurisdiction of the NHPUC, to recover the revenue shortfall (costs) associated with customers participating in the Residential Low Income Gas Assistance Program ("RLIAPGAP"). Such costs, as well as, associated administrative and marketing costs shall be recovered by applying an RLIAP GAP rate to all firm sales and transportation service throughput.~~

~~2. Applicability: The RLIAPG Rate shall be applied to all firm sales and transportation tariff customers. The RLIAP GAP Rate shall be filed with the Company's Winter season Cost of Gas Clause filing and shall be determined annually by the Company and be subject to review and approval by the Commission.~~

~~GAP Factor Formula $GAPF = GAP + RA_{GAP}$~~

~~A: Tpev~~

~~where:~~

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

~~GAP GAP costs comprising of the revenue shortfall associated with customer participation, plus administrative, marketing, IT and start-up costs.~~

~~RA_{GAP} GAP Reconciliation Adjustment Account 1169 1756, inclusive of the associated Account 1169 1756 interest, as outlined in Section 17(G)(6).~~

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DATED: XXX XX, 2021 ISSUED BY: /s/Neil Proudman
Neil Proudman
EFFECTIVE: August 1, 2021 TITLE: President

Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105

NHPUC NO. 11
LIBERTY UTILITIES

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~~LIBERTY UTILITIES — Superseding First Page 41~~

~~General Terms and Conditions~~

~~3. Effective Date: On or before the first business day in September of each year, the Company shall file with the NHPUC for its consideration and approval, the Company's request for a change in the GAP Rate applicable to all firm sales, delivery and transportation service throughput for the subsequent twelve month period commencing with the calendar month of November.~~

~~4. GAP Costs Allowable for LDAC: The costs to be recovered through the GAP Rate shall comprised of the revenue shortfall calculated by forecasting the number of customers enrolled in the GAP and the associated volumetric billing determinants for the upcoming annual recovery period and applying those billing determinants to the difference between the regular and reduced gas assistance program residential base rates, plus the GAP gas assistance program discount applied to the cost of gas, administrative, marketing and startup costs. The GAP Rate shall be calculated by dividing the resulting costs, plus any prior period reconciling adjustment, by the forecast of annual firm sales and transportation service throughput.~~

~~5. GAP Factor Formula: $GAPF = \frac{GAP}{RA_{GAP}}$~~

~~At Tpev~~

~~where:~~

~~At Tpev Forecast Annual Throughput Volumes of all firm sales and transportation tariffed customers eligible to receive firm delivery only service from the Company.~~

~~GAP GAP costs comprising of the revenue shortfall associated with customer participation, plus administrative, marketing, IT and start up costs.~~

~~RA_{GAP} GAP Reconciliation Adjustment Account 1169-1756, inclusive of the associated Account 1169-1756 interest, as outlined in Section 17(C)(6).~~

~~6. Reconciliation Adjustments: Prior to the Company's Winter season Cost of Gas filing, the Company will calculate the difference between (a) the revenue derived by multiplying the actual firm sales and delivery service throughput by the GAP Rate through October 31st, and (b) the actual costs of the program which consists of (1) the revenue shortfall calculated by applying the actual billing determinants of the GAP classes to the difference in the regular and reduced residential base rates and cost of gas rates in effect for the annual reconciliation period and (2) the GAP gas assistance program discount applied to the cost of gas, start up, administrative and marketing costs associated with the implementation of the program, plus carrying charges calculated on the average monthly balance using the monthly prime lending rate, as reported by the Federal Reserve Statistical Release of Selected Interest Rates. The combined costs will then be recorded in the deferred GAP account 1169-1756. The Company shall file the reconciliation along with its COG filing on or before the first business day in September of each year.~~

~~1. Effective Date of Local Distribution Adjustment Clause. The LDAC shall be filed annually and become effective on November 1 of each year pursuant to NHPUC approval. In order to minimize the magnitude of future reconciliation adjustments, the Company may request interim revisions to the LDAC rates, subject to review and approval of the NHPUC.~~

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EFFECTIVE: November 01, 2020

TITLE: Susan L. Fleck

President

Authorized by NHPUC Order No. 26,397 dated August 27, 2020, in Docket No. DG 20-013

NHPUC NO. 11
LIBERTY UTILITIES

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~~M. Local Distribution Adjustment Clause Formulas. The LDAC shall be calculated on an annual basis, by customer, by summing up the various factors included in the LDAC, where applicable.~~

LDAC Formula

~~LDAC^x = CC^x + RDAL^x + ES + GRE^x + RCE + GAP and~~

~~ISSUED: September 11, 2020 ISSUED BY: /s/Susan L. Fleck~~

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EFFECTIVE: November 01, 2020

TITLE: Susan L. Fleck
President

Authorized by NHPUC Order No. 26,397 dated August 27, 2020, in Docket No. DG 20-013

NHPUC NO. 11
LIBERTY UTILITIES

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~~NHPUC NO. 10 GAS — Original Page 41A~~
~~LIBERTY UTILITIES — General Terms and Conditions~~

~~ES* = RHS + MGP~~

~~where:~~

~~LDAC* = Annualized class specific LDAC.~~

~~CC* = Annualized class specific CC or EE Charge. RDAF* = Annualized class specific RDAF.~~

~~ES = Total firm annualized ES.~~

~~RHS = Annualized charge to recover the costs of the closure of the Relief Holder at Gas Street, Concord, NH~~

~~MGP = Annualized charge to cover the remediation costs related to former manufactured gas plants. GREF* = Total firm annualized class specific Gas Restructuring Expense Factor.~~

~~RCE = Rate Case Expense Factor.~~

~~RLIAP = Residential Low Income Assistance Program Rate~~

~~N. Application of LDAC to Bills: The component costs comprising the LDAC (\$ per therm) shall be calculated to the nearest one one hundredth of a cent per therm and shall be applied to the monthly firm sales and firm delivery service throughput in accordance with the table shown in Section 17(B).~~

~~O. Other Rules:~~

~~1. The NHPUC may, where appropriate, on petition or on its own motion, grant an exception from the provisions of these regulations, upon such terms that it may determine to be in the public interest.~~

~~2. Such amendments may include the addition or deletion of component cost categories, subject to the review and approval of the NHPUC.~~

~~3. The Company may implement an amended LDAC with the NHPUC approval at any time.~~

~~4. The NHPUC may, at any time, require the Company to file an amended LDAC.~~

~~5. The operation of the LDAC is subject to all powers of suspension and investigation vested in the NHPUC.~~

~~P. Amendments to Uniform System of Accounts:~~

~~1163-1755 — Energy Efficiency Reconciliation Adjustment: This account shall be used to record the cumulative difference between the sum of DSM and/or EE Expenditures incurred by~~

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EFFECTIVE: November 01, 2018

TITLE: Susan L. Fleck
President

Authorized by NHPUC Order No. 26,187 dated November 02, 2018, in Docket No. DG 17-048

NHPUC NO. 11

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LIBERTY UTILITIES

~~the Company plus the sum of DSM and/or EE Repayments and the revenues collected from customers pursuant to this clause with respect to a given Rate Category. Entries to this account shall be determined as outlined in the Local Distribution Adjustment Clause, 17(C).~~

~~1920-1863 Environmental Response Costs Reconciliation Adjustment: This account shall be used to record the cumulative difference between the revenues toward environmental response costs as calculated by multiplying the ES times monthly firm sales volumes and delivery service throughput and environmental response costs allowable per formula. Entries to this account shall be determined as outlined in the Local Distribution Adjustment Clause, 17(E).~~

~~ISSUED: November 16, 2018 ISSUED BY: /s/Susan L. Fleck~~

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EFFECTIVE: November 01, 2018

TITLE: Susan L. Fleck
President

Authorized by NHPUC Order No. 26,187 dated November 02, 2018, in Docket No. DG 17-048

NHPUC NO. 11 GAS
LIBERTY UTILITIES

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General Terms and Conditions

~~1930-1745 Rate Case Expense/Temporary Rates Reconciliation Adjustment: This account shall be used to record the cumulative difference between the recovery and actual amounts of third party incremental expenses associated with the Company's Rate Case initiatives and the difference between the final and temporary distribution rates. Entries to this account shall be determined as outlined in the Local Distribution Adjustment Clause, 17(F).~~

~~1469-1756 Residential Low Income Assistance Program Reconciliation Adjustment: This account shall be used to record the cumulative difference between the actual revenue derived from the actual sales and transportation service throughput multiplied by the RLIAP rate and the actual costs of the program, which consists of the revenue shortfall and all administrative and marketing costs, as outlined in the Local Distribution Adjustment Clause, 17(G).~~

~~1468-1823 Revenue Decoupling Adjustment Factor: The RDA is Accounts shall be used to record the difference between Actual Revenue and Allowed Revenue as well as the RDAF Revenue and associated interest as described in 17(D); cumulative difference between the lost revenue of the Company and the revenue collected from customers pursuant to this clause with respect to a given Rate Category. Entries to this account shall be determined as outlined in the Local Distribution Adjustment Clause, 17(D).~~

17 SUPPLY & CAPACITY SHORTAGE ALLOCATION POLICY

A. DEFINITIONS

The following are definitions of terms used in this subsection and applicable only to this subsection:

~~1. Residential: Service to customers which consists of direct natural gas usage in a residential dwelling for space heating, air conditioning, cooking, water heating and other residential uses~~

~~B. Commercial: Service to customers engaged primarily in the sale of goods or services including institutions and local, state and federal government agencies for uses other than those involving manufacturing or electric power generation~~

~~C. Industrial: Service to customers engaged primarily in a process which creates or changes raw or unfinished materials into another form or product including the generation of electric power~~

~~D. Large Volume: Service to large commercial and industrial customers with an annual gas load greater than 200,000 therms~~

DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: January 01, 2019
President

Susan L. Flocks
August 1, 2021 TITLE: President

Authorized by NHPUC Order No. 26,187 dated November 02, 2018, in Docket No. DG 17-048

Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105

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NHPUC NO. 11 GAS
LIBERTY UTILITIES

Original Page 39
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~~E. Seasonal: Service available from April 1 to October 31 to all customers using gas to replace some other fuel or gas for air conditioning purposes~~

~~F. Firm Sales Service: Service from schedules or contracts under which seller is expressly obligated to supply and deliver specific volumes within a given time period and which anticipates no interruptions, but which may permit unexpected interruption in case the supply to higher priority customers is threatened~~

~~G. Firm Transportation Service: Service from schedules or contracts under which seller is expressly obligated to deliver specific third party volumes within a given time period and which anticipates no interruptions, but which may permit unexpected interruption in case the supply to higher priority customers is threatened.~~

~~H. Plant Protection Gas: Is defined as minimum volumes required to prevent physical harm to the plant facilities or danger to plant personnel, when such protection cannot be afforded through the use of alternate fuel. This includes the protection of such material in process as would otherwise be destroyed, but shall not~~

~~ISSUED: December 31, 2018 ISSUED BY: /s/Susan L. Fleck~~

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DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: January 01, 2019
President

TITLE: Susan L. Fleck
August 1, 2021 TITLE: Neil Proudman

Authorized by NHPUC Order No. 26,187 dated November 02, 2018, in Docket No. DG 17-048

Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105

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~~2- LIBERTY UTILITIES~~ ~~Superseding First Revised Page 32~~

~~3- Reconciliation Adjustments:~~ Prior to the Winter Period COG, the Company shall calculate the difference between (a) the revenues derived by multiplying firm sales and delivery throughput by the ES Rate, and (b) the historical amortized costs approved for recoveries in the prior November's Annual ES Recovery Period. Account 1920-1863 shall contain the cumulative difference and the Company shall file the reconciliation along with its COG filing on or before the first business day in September of each year.

~~4-7. Calculation of the ES:~~ The ES Rate calculated annually consists of one-seventh of actual response costs incurred by the Company in the twelve-month period ending June 30 of each year until fully amortized (over seven years). Any insurance and third-party recoveries or other benefits for the twelve month period ending June 30 shall be applied to reduce the unamortized balance, shortening the amortization period. The sum of these amounts is then divided by the Company's forecast of total firm sales and delivery throughput for the upcoming twelve months of November 1 through October 31.

~~5-8. Application of ES to Bills:~~ The annual ES Rate shall be calculated to the nearest one one-hundredth of a cent per therm and shall be applied to the monthly firm gas sales and firm delivery service throughput by being included in the determination of the annual LDAC, and also shall be included in the Distribution Adjustment of the Delivery Charges of each firm customer's bill.

E-F. Expenses Related to Rate Cases/Temporary Rate Reconciliation Allowable for LDAC.

1. Purpose: The purpose of this provision is to establish a procedure that allows the Company to adjust its rates for the recovery of NHPUC-approved rate case expenses and the reconciliation of temporary rates.
2. Applicability: The Rate Case Expenses/Temporary Rate Reconciliation ("RCE") shall be applied to all firm tariffed customers. The RCE will be determined by the Company, as defined below.
3. Rate Case Expenses Allowable for LDAC: The total amount of the RCE will be equal to the amount approved by the Commission.

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ISSUED: November 16, 2018
DATED: XXX XX, 2021
EFFECTIVE: November 01, 2018
EFFECTIVE: August 1, 2021

ISSUED BY: /s/Susan L. Fleck
ISSUED BY: /s/Susan L. Fleck
TITLE: President
TITLE: President

Authorized by NHPUC Order No. 26,187 dated November 02, 2018, in Docket No. DG 17-048
Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105

NHPUC NO. 11 GAS
LIBERTY UTILITIES

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Terms and Conditions

NHPUC NO. 10 GAS
LIBERTY UTILITIES

First Revised Page 40
Superseding Original Page 40

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8.4. Effective Date of Rate Case Expense Charge: The effective date of the RCE will be determined by the NHPUC in an individual rate proceeding.

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9.5. Definition: The RCE includes all rate case-related expenses approved by the NHPUC. This includes legal expenses, costs for bill inserts, costs for legal notices, consulting fees processing expenses, and other approved expenses. The temporary Rate reconciliation will include the variance between the delivery revenues obtained from the rates prescribed in the temporary rate order and the delivery revenues obtained from the final rates approved by the NHPUC.

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10.6. Rate Case Expense/Temporary Rate Reconciliation (RCE) Factor Formulas: The RCE will be calculated according to the Commission Order issued in an individual proceeding to establish details including the number of years over which the RCE shall be amortized and the allocation of recovery among rate classes. In general, the RCE Factor will be derived by dividing the annual portion of the total RCE, plus the RCE Reconciliation Adjustment, by forecast firm annual throughput.

7. Reconciliation Adjustments: Account 1930-1745 shall contain the accumulated difference between revenues toward Rate Case Expenses as calculated by multiplying the Rate Case Expense Factor ("RCEF") times the appropriate monthly volumes and Rate Case Expense allowed, plus carrying charges added to the end-of-month balance. The carrying charges shall be calculated beginning on the first month of the recovery period by applying the monthly prime lending rate, as reported by the Federal Reserve Statistical Release of Selected Interest Rates to the average monthly balance.

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DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: January 01, 2019
EFFECTIVE: August 1, 2021

TITLE: Susan L. Fleck
TITLE: Neil Proudman
TITLE: President

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~~NHPUC NO. 11 GAS
LIBERTY UTILITIES
NHPUC NO. 10 GAS
LIBERTY UTILITIES~~

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Terms and Conditions

Second Revised Page 32
Superseding First Revised Page 32

At the end of the recovery period, any under or over recovery will be included in an active LDAC component, as approved by the Commission.

~~1.8. Application of RCE to Bills:~~ The RCE (\$ per therm) shall be calculated to the nearest one one-hundredth of a cent per therm and shall be applied to the monthly firm gas sales and firm delivery service throughput by being included in the determination of the annual LDAC, and also shall be included in the Distribution Adjustment of the Delivery Charges of each firm customer's bill.

~~2.9. Information to be Filed with the NHPUC:~~ Information pertaining to the RCE will be filed with the NHPUC consistent with the filing requirements of all cost and revenue information included in the LDAC. The RCE filing will contain the calculation of the new RCE and will include the updated RCE reconciliation balance.

G. Recoverable ~~Residential Low Income~~ Gas Assistance Program Costs.

~~1. Purpose:~~ The purpose of this provision is to establish a procedure that allows the Company, subject to the jurisdiction of the NHPUC, to recover the revenue shortfall (costs) associated with customers participating in the ~~Residential Low Income~~ Gas Assistance Program ("RLIAPGAP"). Such costs, as well as, associated administrative and marketing costs shall be recovered by applying an ~~RLIAP~~ GAP rate to all firm sales and transportation service throughput.

~~2. Applicability:~~ The ~~RLIAPGAP~~ Rate shall be applied to all firm sales and transportation tariff customers. The ~~RLIAP~~ GAP Rate shall be filed with the Company's Winter season Cost of Gas Clause filing and shall be determined annually by the Company and be subject to review and approval by the Commission.

~~3. Effective Date:~~ On or before the first business day in September of each year, the Company shall file with the NHPUC for its consideration and approval, the Company's request for a change in the GAP Rate applicable to all firm sales, delivery and transportation service throughput for the subsequent twelve-month period commencing with the calendar month of November.

~~GAP Costs Allowable for LDAC:~~ The costs to be recovered through the GAP Rate shall comprised of the revenue shortfall calculated by forecasting the number of customers enrolled in the GAP and the associated volumetric billing determinants for the upcoming annual recovery period and applying those billing determinants to the difference between the regular and reduced gas assistance program residential base rates, plus the GAP discount applied to the cost of gas, administrative, marketing and startup costs. The GAP Rate shall be calculated by dividing the resulting costs, plus any prior period reconciling adjustment, by the forecast of annual firm sales and transportation service throughput.

~~4.~~
~~4.5. GAP Factor~~

~~Formula~~

~~$GAPF = GAP + RAGAP$
A: TPev~~

~~DATED: XXX XX, 2021~~

~~ISSUED BY: /s/Neil Proudman~~

~~EFFECTIVE: January 01, 2019
EFFECTIVE: August 1, 2021~~

~~TITLE: Susan L. Fleck
President
TITLE: President~~

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NHPUC NO. 11 GAS
LIBERTY UTILITIES

Original Page 41
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where:

A: Tpev Forecast Annual Throughput Volumes of all firm sales and transportation tariffed customers eligible to receive firm delivery-only service from the Company.

GAP GAP costs comprising of the revenue shortfall associated with customer participation, plus administrative, marketing, IT and start-up costs.

RAGAP GAP Reconciliation Adjustment - Account 1169-1756, inclusive of the associated Account 1169-1756 interest, as outlined in Section 19(G)(6).

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DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: January 01, 2019
EFFECTIVE: August 1, 2021

TITLE: Susan L. Fleck
TITLE: Neil Proudman
TITLE: President
TITLE: President

Authorized by NHPUC Order No. 26,187 dated November 02, 2018, in Docket No. DG 17-048
Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105

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6. ~~NHPUC NO. 10 GAS~~ ~~Second Revised Page 32~~
~~LIBERTY UTILITIES~~ ~~Superseding First Revised Page 32~~

~~Reconciliation Adjustments: Prior to the Company's Winter season Cost of Gas filing, the Company will calculate the difference between (a) the revenue derived by multiplying the actual firm sales and delivery service throughput by the GAP Rate through October 31st, and (b) the actual costs of the program which consists of (1) the revenue shortfall calculated by applying the actual billing determinants of the GAP classes to the difference in the regular and reduced residential base rates and cost of gas rates in effect for the annual reconciliation period and (2) the GAP discount applied to the cost of gas, start-up, administrative and marketing costs associated with the implementation of the program, plus carrying charges calculated on the average monthly balance using the monthly prime lending rate, as reported by the Federal Reserve Statistical Release of Selected Interest Rates. The combined costs will then be recorded in the deferred GAP account 1169-1756. The Company shall file the reconciliation along with its COG filing on or before the first business day in September of each year.~~

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H. ~~NHPUC NO. 10 GAS~~ ~~Second Revised Page 41~~
~~LIBERTY UTILITIES~~ ~~Superseding First Page 41~~

~~General Terms and Conditions~~

~~Effective Date: On or before the first business day in September of each year, the Company shall file with the NHPUC for its consideration and approval, the Company's request for a change in the GAP Rate applicable to all firm sales, delivery and transportation service throughput for the subsequent twelve-month period commencing with the calendar month of November.~~

~~GAP Costs Allowable for LDAC: The costs to be recovered through the GAP Rate shall comprised of the revenue shortfall calculated by forecasting the number of customers enrolled in the GAP and the associated volumetric billing determinants for the upcoming annual recovery period and applying those billing determinants to the difference between the regular and reduced gas assistance program residential base rates, plus the GAP gas assistance program discount applied to the cost of gas, administrative, marketing and startup costs. The GAP Rate shall be calculated by dividing the resulting costs, plus any prior period reconciling adjustment, by the forecast of annual firm sales and transportation service throughput.~~

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~~GAP Factor Formula~~ ~~$GAPF = GAP + RAGAP$~~

~~A: TPev~~

~~where:~~

~~A: TPev Forecast Annual Throughput Volumes of all firm sales and transportation tariffed customers eligible to receive firm delivery only service from the Company.~~

~~GAP GAP costs comprising of the revenue shortfall associated with customer participation, plus administrative, marketing, IT and start up costs.~~

~~RAGAP GAP Reconciliation Adjustment Account 1169 1756, inclusive of the associated Account 1169 1756 interest, as outlined in Section 17(G)(6).~~

~~Reconciliation Adjustments: Prior to the Company's Winter season Cost of Gas filing, the Company will calculate the difference between (a) the revenue derived by multiplying the actual firm sales and delivery service throughput by the GAP Rate through October 31st, and (b) the actual costs of the program which consists of (1) the revenue shortfall calculated by applying the actual billing determinants of the GAP classes to the difference in the regular and reduced residential base rates and cost of gas rates in effect for the annual reconciliation period and (2) the GAP gas assistance program discount applied to the cost of gas, start-up, administrative and marketing costs associated with the implementation of the program, plus carrying charges calculated on the average monthly balance using the monthly prime lending rate, as reported by the Federal Reserve Statistical Release of Selected Interest Rates. The combined costs will then be recorded in the deferred GAP account 1169 1756. The Company shall file the reconciliation along with its COG filing on or before the first business day in September of each year.~~

~~Effective Date of Local Distribution Adjustment Clause. The LDAC shall be filed annually and become effective~~

EFFECTIVE: November 01, 2020

TITLE: Susan L. Fleck

President

Authorized by NHPUC Order No. 26,397 dated August 27, 2020, in Docket No. DG 20-013

on November 1 of each year pursuant to NHPUC approval. In order to minimize the magnitude of future reconciliation adjustments, the Company may request interim revisions to the LDAC rates, subject to review and approval of the NHPUC.

- I. Local Distribution Adjustment Clause Formulas. The LDAC shall be calculated on an annual basis, by customer, by summing up the various factors included in the LDAC, where applicable.

LDAC Formula

$LDAC^X = CC^X + RDAF^X + ES + GREF^X + RCE + GAP$ and:

~~ISSUED: September 11, 2020 ISSUED BY:~~
~~/s/ Susan L. Fleck~~

EFFECTIVE: November 01, 2020

TITLE: Susan L. Fleck
President

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$ES^X = RHS + MGP$

where:

$LDAC^X =$ Annualized class specific LDAC.

$CC^X =$ Annualized class specific CC or EE Charge.

$RDAF^X =$ Annualized class specific RDAF.

$ES =$ Total firm annualized ES.

$RHS =$ Annualized charge to recover the costs of the closure of the Relief Holder at Gas Street, Concord, NH

$MGP =$ Annualized charge to cover the remediation costs related to former manufactured gas plants.

$GREF^X =$ Total firm annualized class specific Gas Restructuring Expense Factor.

$RCE =$ Rate Case Expense Factor.

GRIAP = Gas Residential Low Income Assistance Program Rate

- J. Application of LDAC to Bills. The component costs comprising the LDAC (\$ per therm) shall be calculated to the nearest one one-hundredth of a cent per therm and shall be applied to the monthly firm sales and firm delivery service throughput in accordance with the table shown in Section 4719(B).
- K. Other Rules.
1. The NHPUC may, where appropriate, on petition or on its own motion, grant an exception from the provisions of these regulations, upon such terms that it may determine to be in the public interest.
 2. Such amendments may include the addition or deletion of component cost categories, subject to the

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DATED: XXX XX, 2021 ISSUED BY: /s/Neil Proudman
EFFECTIVE: January 01, 2019 Susan L. Fleck
EFFECTIVE: August 1, 2021 Neil Proudman
TITLE: President
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Authorized by NHPUC Order No. 26,187 dated November 02, 2018, in Docket No. DG 17-048
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~~NHPUC NO. 10 GAS~~ ~~Second Revised Page 32~~
~~LIBERTY UTILITIES~~ ~~Superseding First Revised Page 32~~

review and approval of the NHPUC.

3. The Company may implement an amended LDAC with the NHPUC approval at any time.
4. The NHPUC may, at any time, require the Company to file an amended LDAC.
5. The operation of the LDAC is subject to all powers of suspension and investigation vested in the NHPUC.

L. Amendments to Uniform System of Accounts

1163-1755 — **Energy Efficiency Reconciliation Adjustment**: This account shall be used to record the cumulative difference between the sum of DSM and/or EE Expenditures incurred by the Company plus the sum of DSM and/or EE Repayments and the revenues collected from customers pursuant to this clause with respect to a given Rate Category. Entries to this account shall be determined as outlined in the Local Distribution Adjustment Clause, 17(C).

1920-1863 **Environmental Response Costs Reconciliation Adjustment**: This account shall be used to record the cumulative difference between the revenues toward environmental response costs as calculated by multiplying the ES times monthly firm sales volumes and delivery service throughput and environmental response costs allowable per formula. Entries to this account shall be determined as outlined in the Local Distribution Adjustment Clause, 17(E).

ISSUED: ~~November 16, 2018~~ ISSUED BY: ~~/s/Susan L. Fleck~~

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EFFECTIVE: November 01, 2018

TITLE: Susan L. Fleck
President

Authorized by NHPUC Order No. 26,187 dated November 02, 2018, in Docket No. DG 17-048

~~NHPUC NO. 11 GAS
LIBERTY UTILITIES
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~~First Revised Page 41B
Superseding Original Page 41B
General Terms and Conditions~~

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1930-1745 **Rate Case Expense/Temporary Rates Reconciliation Adjustment:** This account shall be used to record the cumulative difference between the recovery and actual amounts of third-party incremental expenses associated with the Company's Rate Case initiatives and the difference between the final and temporary distribution rates. Entries to this account shall be determined as outlined in the Local Distribution Adjustment Clause, 17(F).

1169-1756 **Residential Low Income Assistance Program Reconciliation Adjustment:** This account shall be used to record the cumulative difference between the actual revenue derived from the actual sales and transportation service throughput multiplied by the GRLIAP rate and the actual costs of the program, which consists of the revenue shortfall and all administrative and marketing costs, as outlined in the Local Distribution Adjustment Clause, 17(G).

1168-1823 **Revenue Decoupling Adjustment Factor:** ~~The RDA is Accounts shall be used to record the difference between Actual Revenue and Allowed Revenue as well as the RDAF Revenue and associated interest as described in 17(D). cumulative difference between the lost revenue of the Company and the revenue collected from customers pursuant to this clause with respect to a given Rate Category. Entries to this account shall be determined as outlined in the Local Distribution Adjustment Clause, 17(D).~~

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4820 SUPPLY & CAPACITY SHORTAGE ALLOCATION POLICY

A. DEFINITIONS

The following are definitions of terms used in this subsection and applicable only to this subsection:

1. **Residential:** Service to customers which consists of direct natural gas usage in a residential dwelling for space heating, air conditioning, cooking, water heating and other residential uses
2. **Commercial:** Service to customers engaged primarily in the sale of goods or services including institutions and local, state and federal government agencies for uses other than those involving manufacturing or electric power generation
3. **Industrial:** Service to customers engaged primarily in a process which creates or changes raw or unfinished materials into another form or product including the generation of electric power
4. **Large Volume:** Service to large commercial and industrial customers with an annual gas load greater than 200,000 therms

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~~DATED: XXX XX, 2021~~

~~ISSUED BY: /s/Neil Proudman~~

~~EFFECTIVE: January 01, 2019~~
~~EFFECTIVE: August 1, 2021~~

~~TITLE: Susan L. Fleck~~
~~TITLE: President~~
~~TITLE: President~~

~~Authorized by NHPUC Order No. 26,187 dated November 02, 2018, in Docket No. DG 17-048~~
~~Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105~~

NHPUC NO. 11 GAS
LIBERTY UTILITIES
NHPUC NO. 10 GAS
LIBERTY UTILITIES

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Terms and Conditions

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Superseding First Revised Page 32

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5. Seasonal: Service available from April 1 to October 31 to all customers using gas to replace some other fuel or gas for air conditioning purposes
6. Firm Sales Service: Service from schedules or contracts under which seller is expressly obligated to supply and deliver specific volumes within a given time period and which anticipates no interruptions, but which may permit unexpected interruption in case the supply to higher priority customers is threatened
7. Firm Transportation Service: Service from schedules or contracts under which seller is expressly obligated to deliver specific third-party volumes within a given time period and which anticipates no interruptions, but which may permit unexpected interruption in case the supply to higher priority customers is threatened.
8. Plant Protection Gas: Is defined as minimum volumes required to prevent physical harm to the plant facilities or danger to plant personnel, when such protection cannot be afforded through the use of alternate fuel. This includes the protection of such material in process as would otherwise be destroyed, but shall not

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DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: January 01, 2019
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General Terms and Conditions

include deliveries required to maintain plant production. For the purpose of this definition, propane and other gaseous fuels shall not be considered alternate fuels.

- I. Feedstock Gas: Is defined as natural gas used as a raw material for its chemical properties in creating an end product
- J. Process Gas: Is defined as gas use for which alternate fuels are not technically feasible such as in applications requiring precise temperature controls and precise flame characteristics. For the purpose of this definition, propane and other gaseous fuels shall not be considered alternate fuels
- K. Boiler Fuel: Is considered to be natural gas used as a fuel for the generation of steam or electricity including the utilization of gas turbines for the generation of electricity
- L. Alternate Fuel Capabilities: Is defined as a situation where an alternate fuel could have been utilized whether or not the facilities for such use have actually been installed, provided however, where the use of natural gas is for plant protection, feedstock or process uses and the only alternate fuel is propane or other gaseous fuel, then the consumer will be treated as if he had no alternate fuel capability.

M. POLICY

In the event that, due to gas supply restrictions or capacity constraints, the Company is unable to deliver the total requirements of its firm, sales or transportation rate customers, the available volumes of gas will be allocated to the Company's firm rate customers in accordance with the provisions of this policy. In the event that the Company, during a curtailment or interruption, requires emergency gas, and takes the gas of the customer, customer shall be compensated for such emergency gas at the customer's alternate cost of fuel as demonstrated to the reasonable satisfaction of the Company.

As curtailment becomes necessary through each succeeding category, the Company will implement full or partial curtailment of a customer, or by groups of customers, taking into consideration customer load characteristics, the Company's delivery system design and Company load characteristics in a manner which is believed to be in the best interests of customers in general.

N. PRIORITIES

Firm rate customers shall be serviced according to the following preference categories with the first and each succeeding category having preference over the succeeding categories:

- 1. Company use for fuel and lost and unaccounted for
- O. Firm sales or transportation service for high priority residential uses including apartment buildings and other multi-unit buildings, small commercial establishments using less than 50 DT on a peak day, schools, hospitals, police protection, fire protection, sanitation facilities and correctional facilities
- P. Firm sales or transportation service for essential agricultural uses, as defined by the Secretary of Agriculture, for full food and natural fiber production, process and feedstock use for fertilizer and agricultural chemicals,

DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman
TITLE: President

NHPUC NO. 11 GAS
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General Terms and Conditions

process and feedstock for animal feeds and food, food quality maintenance, food packaging, marketing and distribution for food related products and on farm uses

- Q. Firm sales or transportation service for large commercial requirements (50 DT or more on a peak day), firm industrial requirements for plant protection, feedstock and process needs and firm industrial sales up to 300 DT per day
- R. Firm sales or transportation service for all industrial requirements not specified in (2), (3), (4), (6), or (7)
- S. Firm sales or transportation service including the transportation for industrial requirements for boiler fuel use at less than 1,500 DT per day, but more than 300 DT per day, where alternate fuel capabilities can meet such requirements
- T. Firm sales or transportation service including transportation for industrial requirements for large volume (1,500 DT or more per day) boiler fuel use where alternate fuel capabilities can meet such requirements

U. STORAGE INJECTION

Within each category, storage injection required to meet the needs of higher priorities may be given preference over all other uses within that category.

V. PENALTY

For all unauthorized volumes of gas taken by a customer, the customer shall pay the Company a penalty of five times the daily index for each therm taken. Such penalty shall be added to the regular rates in effect. The Company shall have the right, without obligation, to waive any penalty for unauthorized use of gas, if on the day when the penalty was incurred deliveries to other of the Company's customers were not adversely affected. Continued unauthorized use, at the sole discretion of the Company, may result in termination of service.

DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman
TITLE: President

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NHPUC NO. ~~40-11~~ GAS
LIBERTY UTILITIES
~~Revised Page 44~~

~~Fifth Revised~~Original Page 4447
Residential Non-Heating Rate R-1 ~~Superseding Fourth~~

~~Residential Non-Heating Rate R-1~~

II. RATE SCHEDULES

1 RESIDENTIAL NON-HEATING RATE: CLASSIFICATION NO. R-1

Availability

This rate is available to all residential customers who do not have gas space heating equipment, who consume less than 80% of their normal usage in the six winter months of November through April and whose usage does not exceed 100 therms in any winter month. Available for use which is separately metered and billed for each dwelling unit. Availability is limited to use in locations served by the Company's mains and for which the Company's facilities are adequate.

Character of Service

Natural gas or equivalent will be supplied at a thermal content of nominally one (1) therm in each one hundred (100) cubic feet.

Delivery Charge

Customer Charge Per Meter: \$~~0.5166~~ ~~59975130~~ per day or \$~~15.5017~~ ~~9915.39~~ per 30 day month

Winter Period: All therms per 30 day month at \$~~0.3860~~ ~~41374358~~ per therm

Summer Period: All therms per 30 day month at \$~~0.3860~~ ~~41374358~~ per therm

The above rates shall be adjusted to reflect the recovery of all applicable taxes. The Winter Period shall be the months of November through April inclusive. The Summer Period shall be the months of May through October inclusive.

Cost of Gas Charge

All gas delivered under this rate is subject to a per therm cost of gas rate. The cost of gas rate is not included in the delivery charge presented above. Refer to the Firm Rate Schedules which present both the delivery charge and cost of gas rates.

Other Charges for Delivery Service

The customer must also pay such charges and adjustments as are set forth in the Company's Local Distribution Adjustment Clause, as in effect from time to time and on file with the Commission. The delivery charges presented above are exclusive of these charges. Refer to the Firm Rate Schedules which present both the delivery charge and the LDAC rates.

Meter Account Charge

When the Company establishes or re-establishes a gas service account for a customer at a meter location, a meter account charge is incurred in addition to all other charges. The meter account charge is \$20.00 when the visit to the meter location is scheduled at the mutual convenience of the Company and the customer. Otherwise, the charge is \$30.00.

Terms and Conditions

Meters are read and bills are presented monthly. In the event a meter reader is unable to obtain a meter reading, an estimated bill will be rendered to the customer.

Amounts not paid prior to the due date; normally the next following meter reading date and a date not less than twenty-five (25) days from the date the bill is mailed - are subject to a late payment charge of one and one-half percent (1½%) per month on the unpaid balance - equivalent to an eighteen percent (18%) annual rate. There is a \$15.00 charge for each bad check tendered for payment.

DATED: XXX XX, 2021 ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021 TITLE: President

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NHPUC NO. ~~10-11~~ GAS
LIBERTY UTILITIES
~~Revised Page 44~~

~~Fifth Revised Original Page 4447~~
Residential Non-Heating Rate R-1 ~~Superseding Fourth~~

~~Residential Non-Heating Rate R-1~~

A customer must give at least four (4) days' notice before discontinuance of service and is responsible for all charges through the end of the notice period.

DATED: XXX XX, 2021 ISSUED BY: /s/Neil Proudman
Neil Proudman
EFFECTIVE: August 1, 2021 TITLE: President

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Susan L. Fleek
EFFECTIVE: July 01, 2020 TITLE: President

NHPUC NO. 11 GAS
LIBERTY UTILITIES

Original Page 48
Residential Non-Heating Rate R-1

Service under this rate is subject to the rules and regulations and the published tariff, terms and conditions presently effective, or as filed from time to time, with the Commission.

DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman
Neil Proudman
TITLE: President

EFFECTIVE: August 1, 2021

Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105

NHPUC NO. ~~40-11~~ GAS
LIBERTY UTILITIES
~~Revised Page 46~~

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Residential Heating Rate R-3~~Superseding Fourth~~
~~Residential Heating Rate R-3~~

2 RESIDENTIAL HEATING RATE: CLASSIFICATION NO. R-3

Availability

This rate is for all residential use for those domestic customers who use gas as the principal household heating fuel. Availability is limited to use in domestic locations which are separately metered and billed and which are served by the Company's mains and for which the Company's facilities are adequate.

Character of Service

Natural gas or equivalent will be supplied at a thermal content of nominally one (1) therm in each one hundred (100) cubic feet.

Delivery Charge

Customer Charge Per Meter: \$0.~~5166 59975130~~ per day or \$~~15.5017.9915.39~~ per 30 day month

Winter Period: All therms per 30 day month at \$0.~~5678 65205985~~ per therm

Summer Period: All therms per 30 day month at \$0.~~5678 65205985~~ per therm

The above rates shall be adjusted to reflect the recovery of all applicable taxes. The Winter Period shall be the months of November through April inclusive. The Summer Period shall be the months of May through October inclusive.

Cost of Gas Charge

All gas delivered under this rate is subject to a per therm cost of gas rate. The cost of gas rate is not included in the delivery charge presented above. Refer to the Firm Rate Schedules which present both the delivery charge and cost of gas rates.

Other Charges for Delivery Service

The customer must also pay such charges and adjustments as are set forth in the Company's Local Distribution Adjustment Clause, as in effect from time to time and on file with the Commission. The delivery charges presented above are exclusive of these charges. Refer to the Firm Rate Schedules which present both the delivery charge and the LDAC rates.

Meter Account Charge

When the Company establishes or re-establishes a gas service account for a customer at a meter location, a meter account charge is incurred in addition to all other charges. The meter account charge is \$20.00 when the visit to the meter location is scheduled at the mutual convenience of the Company and the customer. Otherwise, the charge is \$30.00.

Terms and Conditions

Eligibility shall be determined based on the reasonable discretion of the Company subject to verification of heating usage.

Meters are read and bills are presented monthly. In the event a meter reader is unable to obtain a meter reading, an estimated bill will be rendered to the customer.

Amounts not paid prior to the due date; normally the next following meter reading date and a date not less than twenty-five (25) days from the date the bill is mailed - are subject to a late payment charge of one and

DATED: XXX XX, 2021 ISSUED BY: /s/Neil Proudman
Neil Proudman
EFFECTIVE: August 1, 2021 TITLE: President
Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105
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Susan L. Fleek
EFFECTIVE: July 01, 2020 TITLE: President

NHPUC NO. ~~10-11~~ GAS
LIBERTY UTILITIES
~~Revised Page 46~~

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Residential Heating Rate R-3 ~~Superseding Fourth~~
~~Residential Heating Rate R-3~~

one-half percent (1½%) per month on the unpaid balance - equivalent to an eighteen percent (18%) annual rate. There is a \$15.00 charge for each bad check tendered for payment.

A customer must give at least four (4) days' notice before discontinuance of service and is responsible for all charges through the end of the notice period.

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Neil Proudman
EFFECTIVE: August 1, 2021 TITLE: President
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ISSUED: July 13, 2020 ISSUED BY: /s/Susan L. Fleek
Susan L. Fleek
EFFECTIVE: July 01, 2020 TITLE: President

Authorized by NHPUC Order No. 26,374 dated June 30, 2020, in Docket No. DG 20-049

NHPUC NO. 11 GAS
LIBERTY UTILITIES

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Residential Heating Rate R-3

Service under this rate is subject to the rules and regulations and the published tariff, terms and conditions presently effective, or as filed from time to time, with the Commission.

DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman
Neil Proudman
TITLE: President

EFFECTIVE: August 1, 2021

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NHPUC NO. ~~10-11~~ GAS
LIBERTY UTILITIES

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~~Superseding Fifth Revised Page 48~~

Residential Gas Assistance Heating Rate R-4

3 GAS ASSISTANCE PROGRAM RESIDENTIAL HEATING RATE: CLASSIFICATION NO. R-4

Availability

This rate is for residential use for those domestic customers who use gas as the principal household heating fuel if any member of the household qualifies for a benefit through one of the programs listed below, subject to the qualification period described under the "Terms and Conditions" of this rate. Availability is limited to use in domestic locations which are separately metered and billed and which are served by the Company's mains and for which the Company facilities are adequate.

Qualified Programs:

- a. Low Income Home Energy Assistance Program (LIHEAP)
- b. Electric Assistance Program (EAP)
- c. Supplemental Security Income Program
- d. Women, Infants and Children Program
- e. Commodity Surplus Foods Program (for women, infants and children)
- f. Elderly Commodity Surplus Foods Program
- g. Temporary Aid to Needy Families Program
- h. Housing Choice Voucher Program (also known as Section 8)
- i. Head Start Program
- j. Aid to the Permanently and Totally Disabled Program
- k. Aid to the Needy Blind Program
- l. Old Age Assistance Program
- m. Food Stamps Program
- n. Any successor program of a-m

Character of Service

Natural gas or equivalent will be supplied at a thermal content of nominally one (1) therm in each one hundred (100) cubic feet.

Delivery Charge

Winter Customer Charge Per Meter: \$0.~~2843-2823~~ per day or \$8.~~53-47~~ per 30 day month

Winter Period: All therms per 30 day month at \$0.~~3123-3292~~ per therm

Summer Customer Charge Per Meter: \$0.~~5167-5130~~ per day or \$15.~~50-39~~ per 30 day month

Summer Period: All therms per 30 day month at \$0.~~5678-5985~~ per therm

The above rates shall be adjusted to reflect the recovery of all applicable taxes. The Winter Period shall be the months of November through April inclusive.

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EFFECTIVE: November 01, 2020 TITLE: Susan L. Fleek
President

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NHPUC NO. ~~40-11~~ GAS
LIBERTY UTILITIES

~~Sixth Revised~~ Original Page 4851
~~Superseding Fifth Revised~~ Page 48

Residential Gas Assistance Heating Rate R-4

Cost of Gas Charge

All gas delivered under this rate is subject to a per therm cost of gas rate. The cost of gas rate is not included in the delivery charge presented above. Refer to the Firm Rate Schedules which present both the delivery charge and cost of gas rates.

Other Charges for Delivery Service

The customer must also pay such charges and adjustments as are set forth in the Company's Local Distribution Adjustment Clause, as in effect from time to time and on file with the Commission. The delivery

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Residential G Heating Rate R-4

charges presented above are exclusive of these charges. Refer to the Firm Rate Schedules which present both the delivery charge and the LDAC rates.

Meter Account Charge

When the Company establishes or re-establishes a gas service account for a customer at a meter location, a meter account charge is incurred in addition to all other charges. The meter account charge is \$20.00 when the visit to the meter location is scheduled at the mutual convenience of the Company and the customer. Otherwise, the charge is \$30.00.

Terms and Conditions

For those customers qualifying for the program this rate R-4 shall apply for a six month winter period. On the date that the six month winter period expires, eligibility for this rate shall expire unless the customer provides the Company with evidence that the customer continues to be eligible for one or more qualifying programs. When the Rate R-4 expires, the rate on each account shall revert back to the non-gas assistance program Residential Heating Rate, R-3. Customers whose eligibility for the program is based on their having qualified for LIHEAP shall be eligible for this rate retroactive to November 1 of the heating season in which they qualified. Eligibility for such customers shall expire the following April 30, subject to their re-qualifying through receipt of LIHEAP or other benefits as set forth above.

Eligibility shall be determined based on the reasonable discretion of the Company subject to verification of heating usage.

Meters are read and bills are presented monthly. In the event a meter reader is unable to obtain a meter reading, an estimated bill will be rendered to the customer.

Amounts not paid prior to the due date; normally the next following meter reading date and a date not less than twenty-five (25) days from the date the bill is mailed - are subject to a late payment charge of one and one-half percent (1½%) per month on the unpaid balance - equivalent to an eighteen percent (18%) annual rate. There is a \$15.00 charge for each bad check tendered for payment.

A customer must give at least four (4) days' notice before discontinuance of service and is responsible for all charges through the end of the notice period.

Service under this rate is subject to the rules and regulations and the published tariff, terms and conditions presently effective, or as filed from time to time, with the Commission.

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Neil Proudman

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NHPUC NO. 11 GAS
LIBERTY UTILITIES

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[MEP Residential Non-Heating Rate R-5](#)
~~[MEP Residential Non-Heating Rate R-5](#)~~

4 MANAGED EXPANSION PROGRAM RESIDENTIAL NON-HEATING RATE: CLASSIFICATION NO. R-5

Availability

This rate is mandatory for customers taking service in a Managed Expansion Program project area who otherwise would have qualified for Residential Non Heating Rate R-1.

Character of Service

Natural gas or equivalent will be supplied at a thermal content of nominally one (1) therm in each one hundred (100) cubic feet.

Delivery Charge

Customer Charge Per Meter: \$0.~~6715~~6670 per day or \$20.~~15~~01 per 30 day month

Winter Period: All therms per 30 day month at \$0.~~5018~~5666 per therm

Summer Period: All therms per 30 day month at \$0.~~5018~~5666 per therm

The above rates shall be adjusted to reflect the recovery of all applicable taxes. The Winter Period shall be the months of November through April inclusive. The Summer Period shall be the months of May through October inclusive.

Cost of Gas Charge

All gas delivered under this rate is subject to a per therm cost of gas rate. The cost of gas rate is not included in the delivery charge presented above. Refer to the Firm Rate Schedules which present both the delivery charge and cost of gas rates.

Other Charges for Delivery Service

The customer must also pay such charges and adjustments as are set forth in the Company's Local Distribution Adjustment Clause, as in effect from time to time and on file with the Commission. The delivery charges presented above are exclusive of these charges. Refer to Page 92 of this Tariff for firm rate schedules which present both the delivery charge and the LDAC rates.

Meter Account Charge

When the Company establishes or re-establishes a gas service account for a customer at a meter location, a meter account charge is incurred in addition to all other charges. The meter account charge is \$20.00 when the visit to the meter location is scheduled at the mutual convenience of the Company and the customer. Otherwise, the charge is \$30.00.

Terms and Conditions

Service under each Managed Expansion Program project will have a term of ten years. Customers initiating service under this rate must take service hereunder until ten years following the date that the first customer in the particular Managed Expansion Program project takes service. Once the term of service for a particular Managed Expansion Program project expires, customers will thereafter take service under Residential Non Heating Rate R-1.

Meters are read and bills are presented monthly. In the event a meter reader is unable to obtain a meter reading, an estimated bill will be rendered to the customer.

Amounts not paid prior to the due date; normally the next following meter reading date and a date not less than twenty-five (25) days from the date the bill is mailed - are subject to a late payment charge of one and one-half percent (1½%) per month on the unpaid balance - equivalent to an eighteen percent (18%) annual rate. There is a \$15.00 charge for each bad check tendered for payment.

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Neil Proudman

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NHPUC NO. 11 GAS
LIBERTY UTILITIES

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MEP Residential Non-Heating Rate R-5

A customer must give at least four (4) days' notice before discontinuance of service and is responsible for all charges through the end of the notice period.

Service under this rate is subject to the rules and regulations and the published tariff, terms and conditions presently effective, or as filed from time to time, with the Commission.

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LIBERTY UTILITIES
~~Revised Page 52~~

~~Fourth Revised Original~~ Page ~~5255~~
MEP Residential Heating Rate R-6 ~~Superseding Third~~
~~MEP Residential Heating Rate R-6~~

5 MANAGED EXPANSION PROGRAM RESIDENTIAL HEATING RATE: CLASSIFICATION NO. R-6

Availability

This rate is mandatory for customers taking service in a Managed Expansion Program projects area who otherwise would have qualified for Residential Heating Rate R-3.

Character of Service

Natural gas or equivalent will be supplied at a thermal content of nominally one (1) therm in each one hundred (100) cubic feet.

Delivery Charge

Customer Charge Per Meter: \$~~0.671577986670~~ per day or \$~~20.152320.0139~~ per 30 day month

Winter Period: All therms per 30 day month at \$~~0.738184767780~~ per therm

Summer Period: All therms per 30 day month at \$~~0.738184767780~~ per therm

The above rates shall be adjusted to reflect the recovery of all applicable taxes. The Winter Period shall be the months of November through April inclusive. The Summer Period shall be the months of May through October inclusive.

Cost of Gas Charge

All gas delivered under this rate is subject to a per therm cost of gas rate. The cost of gas rate is not included in the delivery charge presented above. Refer to Page 92 of this Tariff for firm rate schedules which present both the delivery charge and cost of gas rates.

Other Charges for Delivery Service

The customer must also pay such charges and adjustments as are set forth in the Company's Local Distribution Adjustment Clause, as in effect from time to time and on file with the Commission. The delivery charges presented above are exclusive of these charges. Refer to the Firm Rate Schedules which present both the delivery charge and the LDAC rates.

Meter Account Charge

When the Company establishes or re-establishes a gas service account for a customer at a meter location, a meter account charge is incurred in addition to all other charges. The meter account charge is \$20.00 when the visit to the meter location is scheduled at the mutual convenience of the Company and the customer. Otherwise, the charge is \$30.00.

Terms and Conditions

Eligibility shall be determined based on the reasonable discretion of the Company subject to verification of heating usage.

Service under each Managed Expansion Program project will have a term of ten years. Customers initiating service under this rate must take service hereunder until ten years following the date that the first customer in the particular Managed Expansion Program project takes service. Once the term of service for a particular Managed Expansion Program project expires, customers will thereafter take service under Residential Non Heating Rate R-3.

Meters are read and bills are presented monthly. In the event a meter reader is unable to obtain a meter reading an estimated bill will be rendered to the customer. Amounts not paid prior to the due date; normally the next following meter reading date and a date not less than twenty-five (25) days from the

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LIBERTY UTILITIES
~~Revised Page 52~~

~~Fourth Revised Original Page 5255~~
MEP Residential Heating Rate R-6 ~~Superseding Third~~
~~MEP Residential Heating Rate R-6~~

date the bill is mailed - are subject to a late payment charge of one and one-half percent (1½%) per month on the unpaid balance - equivalent to an eighteen percent (18%) annual rate. There is a \$15.00 charge for each bad check tendered for payment.

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LIBERTY UTILITIES

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MEP Residential Heating Rate R-6

A customer must give at least four (4) days' notice before discontinuance of service and is responsible for all charges through the end of the notice period.

Service under this rate is subject to the rules and regulations and the published tariff, terms and conditions presently effective, or as filed from time to time, with the Commission.

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NHPUC NO. ~~10-11~~ GAS
LIBERTY UTILITIES

~~Seventh Revised Original~~ Page ~~54~~57
~~Superseding Sixth Revised Page~~ 54

MEP Residential Gas Assistance Program Rate R-7

**6 MANAGED EXPANSION PROGRAM GAS ASSISTANCE PROGRAM RESIDENTIAL
HEATING RATE:
CLASSIFICATION NO. R-7**

Availability

This rate is mandatory for customers taking service in a Managed Expansion Program project area who otherwise would have qualified for Gas Assistance Program Residential Heating Rate R-4.

Qualified Programs:

- a. Low Income Home Energy Assistance Program (LIHEAP)
- b. Electric Assistance Program (EAP)
- c. Supplemental Security Income Program
- d. Women, Infants and Children Program
- e. Commodity Surplus Foods Program (for women, infants and children)
- f. Elderly Commodity Surplus Foods Program
- g. Temporary Aid to Needy Families Program
- h. Housing Choice Voucher Program (also known as Section 8)
- i. Head Start Program
- j. Aid to the Permanently and Totally Disabled Program
- k. Aid to the Needy Blind Program
- l. Old Age Assistance Program
- m. Food Stamps Program
- n. Any successor program of a-m

Character of Service

Natural gas or equivalent will be supplied at a thermal content of nominally one (1) therm in each one hundred (100) cubic feet.

Delivery Charge

Winter Customer Charge Per Meter: \$~~3693~~3670 per day or \$11.~~08~~01 per 30 day month

Winter Period: All therms per 30 day month at \$0.~~4060~~4279 per therm

Summer Customer Charge Per Meter: \$~~6717~~6670 per day or \$~~20.15~~20.01 per 30 day month

Summer Period: All therms per 30 day month at \$0.~~7381~~7780 per therm

The above rates shall be adjusted to reflect the recovery of all applicable taxes. The Winter Period shall be the months of November through April inclusive.

Cost of Gas Charge

All gas delivered under this rate is subject to a per therm cost of gas rate. The cost of gas rate is not included in the delivery charge presented above. Refer to the Firm Rate Schedules which present both the delivery charge and cost of gas rates.

Other Charges for Delivery Service

The customer must also pay such charges and adjustments as are set forth in the Company's Local Distribution Adjustment Clause, as in effect from time to time and on file with the Commission. The

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LIBERTY UTILITIES

~~Seventh Revised Original Page 5457~~
~~Superseding Sixth Revised Page 54~~

MEP Residential Gas Assistance Program Rate R-7

delivery charges presented above are exclusive of these charges. Refer to Page 92 of this Tariff for firm rate schedules which present both the delivery charge and the LDAC rates.

Meter Account Charge

When the Company establishes or re-establishes a gas service account for a customer at a meter location, a meter account charge is incurred in addition to all other charges. The meter account charge is \$20.00

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LIBERTY UTILITIES

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MEP Residential Gas Assistance Program Heating Rate R-7

when the visit to the meter location is scheduled at the mutual convenience of the Company and the customer. Otherwise, the charge is \$30.00.

Terms and Conditions

Service under each Managed Expansion Program project will have a term of ten years. Customers initiating service under this rate must take service hereunder until ten years following the date that the first customer in the particular Managed Expansion Program project takes service. Once the term of service for a particular Managed Expansion Program project expires, customers will thereafter take service under Gas Assistance Program Residential Heating Rate R-4.

For those customers qualifying for the program this rate R-7 shall apply for a six month winter period. On the date that the six month winter period expires, eligibility for this rate shall expire unless the customer provides the Company with evidence that the customer continues to be eligible for one or more qualifying programs. When the Rate R-7 expires, the rate on each account shall revert back to the non-gas assistance program Residential Heating Rate, R-6. Customers whose eligibility for the program is based on their having qualified for LIHEAP shall be eligible for this rate retroactive to November 1 of the heating season in which they qualified. Eligibility for such customers shall expire the following April 30, subject to their re-qualifying through receipt of LIHEAP or other benefits as set forth above.

Eligibility shall be determined based on the reasonable discretion of the Company subject to verification of heating usage.

Meters are read and bills are presented monthly. In the event a meter reader is unable to obtain a meter reading, an estimated bill will be rendered to the customer.

Amounts not paid prior to the due date; normally the next following meter reading date and a date not less than twenty-five (25) days from the date the bill is mailed - are subject to a late payment charge of one and one-half percent (1½%) per month on the unpaid balance - equivalent to an eighteen percent (18%) annual rate. There is a \$15.00 charge for each bad check tendered for payment.

A customer must give at least four (4) days' notice before discontinuance of service and is responsible for all charges through the end of the notice period.

Service under this rate is subject to the rules and regulations and the published tariff, terms and conditions presently effective, or as filed from time to time, with the Commission.

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LIBERTY UTILITIES
~~Revised Page 56~~

~~Fifth Revised Original~~ Page ~~5659~~
Commercial/Industrial Rate G-41 ~~Superseding Fourth~~
~~Commercial/Industrial Rate G-41~~

**7 COMMERCIAL/INDUSTRIAL SERVICE: LOW ANNUAL USE, HIGH WINTER USE
RATE
CLASSIFICATION NO. G-41**

Availability

This rate is available for commercial, industrial and public authority customers in locations served by the Company's mains and for which the Company's facilities are adequate. A customer receiving service under this rate must have annual usage less than or equal to 10,000 therms and a Winter Period usage greater than or equal to 67% of annual usage as determined by the Company's records and procedures.

Character of Service

Natural gas or equivalent will be supplied at a thermal content of nominally one (1) therm in each one hundred (100) cubic feet.

Delivery Charge

Customer Charge Per Meter: ~~\$1.91542.22371.9850~~ per day or ~~\$57.4666.7159.55~~ per 30 day month

Winter Period: First 100* therms per 30 day month at \$0.~~4711 54334848~~ per therm

All over 100 therms per 30 day month at \$0.~~3165 36503309~~ per therm

Summer Period: First 20* therms per 30 day month at \$0.~~4711 54334848~~ per therm

All over 20 therms per 30 day month at \$0.~~3165 36503309~~ per therm

*The number of therms billed in the first block will be calculated by multiplying the therms in the first block of the rate by a fraction the numerator of which is the number of days in the billing period and the denominator of which is 30.

The above rates shall be adjusted to reflect the recovery of all applicable taxes. The Winter Period shall be the months of November through April inclusive. The Summer Period shall be the months of May through October inclusive.

Supplier Charges

If the customer purchases its gas from a third party, supplier charges will be as agreed upon between the customer and the third party supplier and will be billed directly by the third party supplier. If the customer does not purchase its gas from a third party, the gas supplied by the Company will be subject to a per therm cost of gas rate. The cost of gas rate is not included in the delivery charge presented above. Refer to Page 90 or 91 of this Tariff for firm rate schedules which present both the delivery charge and cost of gas rates.

Other Charges for Delivery Service

The customer must also pay such charges and adjustments as are set forth in the Company's Local Distribution Adjustment Clause, as in effect from time to time and on file with the Commission. The delivery charge presented above is exclusive of these charges. Refer to the Firm Rate Schedules which present both the delivery charge and the LDAC rates.

Meter Account Charge

When the Company establishes or re-establishes a gas service account for a customer at a meter location, a meter account charge is incurred in addition to all other charges. The meter account charge is \$20.00 when the visit to the meter location is scheduled at the mutual convenience of the Company and the customer. Otherwise, the charge is \$30.00.

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LIBERTY UTILITIES
~~Revised Page 56~~

~~Fifth Revised Original Page 5659~~
Commercial/Industrial Rate G-41 ~~Superseding Fourth~~
~~Commercial/Industrial Rate G-41~~

Terms and Conditions

U.S. Department of Labor Standard Industry Classification Codes will determine eligibility for this tariff.

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NHPUC NO. 11 GAS
LIBERTY UTILITIES

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Commercial/Industrial Rate G-41

Meters are read and bills are presented monthly. In the event a meter reader is unable to obtain a meter reading, an estimated bill will be rendered to the customer.

Amounts not paid prior to the due date; normally the next following meter reading date and a date not less than twenty-five (25) days from the date the bill is mailed - are subject to a late payment charge of one and one-half percent (1½%) per month on the unpaid balance - equivalent to an eighteen percent (18%) annual rate. There is a \$15.00 charge for each bad check tendered for payment.

A customer must give at least four (4) days' notice before discontinuance of service and is responsible for all charges through the end of the notice period.

Service under this rate is subject to the rules and regulations and the published tariff, terms and conditions presently effective, or as filed from time to time, with the Commission.

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NHPUC NO. ~~10-11~~ GAS
LIBERTY UTILITIES
~~Revised Page 58~~

~~Fourth Revised Original Page 5861~~
~~Commercial/Industrial Rate G-42~~ ~~Superseding Third~~
~~Commercial/Industrial Rate G-42~~

**8 COMMERCIAL/INDUSTRIAL SERVICE: MEDIUM ANNUAL USE, HIGH WINTER
USE RATE
CLASSIFICATION NO. G-42**

Availability

This rate is for commercial, industrial and public authority customers in locations served by the Company's mains and for which the Company's facilities are adequate. A customer receiving service under this rate must have annual usage greater than 10,000 therms and less than or equal to 100,000 therms and a Winter Period usage greater than or equal to 67% of annual usage as determined by the Company's records and procedures.

Character of Service

Natural gas or equivalent will be supplied at a heat content of nominally one (1) therm in each one hundred (100) cubic feet.

Delivery Charge

Customer Charge Per Meter: ~~\$5.74646.67135.9537~~ per day or ~~\$172.39200178.61.14~~ per 30 day month

Winter Period: First 1000* therms per 30 day month at \$0.~~4284 49994409~~ per therm

All over 1000 therms per 30 day month at \$0.~~2855 33312988~~ per therm

Summer Period: First 400* therms per 30 day month at \$0.~~4284 49994409~~ per therm

All over 400 therms per 30 day month at \$0.~~2855 33312988~~ per therm

*The number of therms billed in the first block will be calculated by multiplying the therms in the first block of the rate by a fraction the numerator of which is the number of days in the billing period and the denominator of which is 30.

The above rates shall be adjusted to reflect the recovery of all applicable taxes. The Winter Period shall be the months of November through April inclusive. The Summer Period shall be the months of May through October inclusive.

Supplier Charges

If the customer purchases its gas from a third party, supplier charges will be as agreed upon between the customer and the third party supplier and will be billed directly by the third party supplier. If the customer does not purchase its gas from a third party, the gas supplied by the Company will be subject to a per therm cost of gas rate. The cost of gas rate is not included in the delivery charge presented above. Refer to the Firm Rate Schedules which present both the delivery charge and cost of gas rates.

Other Charges for Delivery Service

The customer must also pay such charges and adjustments as are set forth in the Company's Local Distribution Adjustment Clause, as in effect from time to time and on file with the Commission. The delivery charges presented above are exclusive of these charges. Refer to Page 90 or 91 of this Tariff for firm rate schedules which present both the delivery charge and the LDAC rates.

Meter Account Charge

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LIBERTY UTILITIES
~~Revised Page 58~~

~~Fourth Revised Original Page 5861~~
Commercial/Industrial Rate G-42~~Superseding Third~~
~~Commercial/Industrial Rate G-42~~

When the Company establishes or re-establishes a gas service account for a customer at a meter location, a meter account charge is incurred in addition to all other charges. The meter account charge is \$20.00 when the visit to the meter location is scheduled at the mutual convenience of the Company and the customer. Otherwise, the charge is \$30.00.

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LIBERTY UTILITIES

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Commercial/Industrial Rate G-42

Terms and Conditions

Dual fuel customers may be required to sign annual contracts with minimum usage requirements in order to qualify for service under this tariff. U.S. Department of Labor Standard Industry Classification Codes will determine eligibility for this tariff.

Meters are read and bills are presented monthly. In the event a meter reader is unable to obtain a meter reading, an estimated bill will be rendered to the customer.

Amounts not paid prior to the due date; normally the next following meter reading date and a date not less than twenty-five (25) days from the date the bill is mailed - are subject to a late payment charge of one and one-half percent (1½%) per month on the unpaid balance - equivalent to an eighteen percent (18%) annual rate. There is a \$15.00 charge for each bad check tendered for payment.

A customer must give at least four (4) days' notice before discontinuance of service and is responsible for all charges through the end of the notice period.

Service under this rate is subject to the rules and regulations and the published tariff, terms and conditions presently effective, or as filed from time to time, with the Commission.

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ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman
TITLE: President

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NHPUC NO. ~~40-11~~ GAS
LIBERTY UTILITIES
~~Revised Page 60~~

~~Fourth Revised Original Page 6063~~
Commercial/Industrial Rate G-43 ~~Superseding Third~~
~~Commercial/Industrial Rate G-43~~

**9 COMMERCIAL/INDUSTRIAL SERVICE: HIGH ANNUAL USE, HIGH WINTER USE
RATE
CLASSIFICATION NO. G-43**

Availability

This rate is for commercial, industrial and public authority customers in locations served by the Company's mains and for which the Company's facilities are adequate. A customer receiving service under this rate must have annual usage greater than 100,000 therms and a Winter Period usage greater than or equal to 67% of annual usage as determined by the Company's records and procedures.

Character of Service

Natural gas or equivalent will be supplied at a thermal content of nominally one (1) therm in each one hundred (100) cubic feet. Should the customer's consumption fail to meet the availability requirements for this rate, the customer's service will be transferred to the otherwise applicable tariff as described under the terms and conditions of this tariff.

Delivery Charge

Customer Charge Per Meter: ~~\$24.66~~ ~~1028.63~~ ~~0325.51~~ ~~70~~ per day or ~~\$739.83~~ ~~858.97~~ ~~65.51~~ ~~4~~ per 30 day month

Winter Period: All therms per 30 day month at \$0. ~~2633-~~ ~~2717~~ ~~3126~~ per therm

Summer Period: All therms per 30 day month at \$0. ~~1204-~~ ~~1429.~~ ~~1295~~ per therm

The above rates shall be adjusted to reflect the recovery of all applicable taxes. The Winter Period shall be the months of November through April inclusive. The Summer Period shall be the months of May through October inclusive.

Supplier Charges

If the customer purchases its gas from a third party, supplier charges will be as agreed upon between the customer and the third party supplier and will be billed directly by the third party supplier. If the customer does not purchase its gas from a third party, the gas supplied by the Company will be subject to a per therm cost of gas rate. The cost of gas rate is not included in the delivery charge presented above. Refer to Page 90 or 91 of this Tariff for firm rate schedules which present both the delivery charge and cost of gas rates.

Other Charges for Delivery Service

The customer must also pay such charges and adjustments as are set forth in the Company's Local Distribution Adjustment Clause, as in effect from time to time and on file with the Commission. The delivery charges presented above are exclusive of these charges. Refer to the Firm Rate Schedules which present both the delivery charge and the LDAC rates.

Meter Account Charge

When the Company establishes or re-establishes a gas service account for a customer at a meter location, a meter account charge is incurred in addition to all other charges. The meter account charge is \$20.00 when the visit to the meter location is scheduled at the mutual convenience of the Company and the customer. Otherwise, the charge is \$30.00.

Terms and Conditions

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Neil Proudman
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LIBERTY UTILITIES
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~~Fourth Revised Original~~ Page ~~6063~~
Commercial/Industrial Rate G-43 ~~Superseding Third~~
~~Commercial/Industrial Rate G-43~~

To be eligible for this service, a customer must sign a contract for a one year period, which contract shall include the authority for the Company to monitor the customer's continued qualification for this service. In the event that the customer fails to meet the eligibility criteria set forth in the availability section of this schedule based on a monthly evaluation employing the most recent twelve (12) month period, the Company may require that the customer be billed prospectively under an alternative rate subject to the terms of the customer's Service Agreement. The Service Agreement may contain limitations as to maximum hourly,

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LIBERTY UTILITIES

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Commercial/Industrial Rate G-43

daily, or monthly consumption, provisions for charges for excess usage, and other terms and conditions of service.

The customer shall declare maximum seasonal demands and estimated seasonal volumes at the time application for service is made. These declarations shall be updated annually, by August 1.

Meters are read and bills are presented monthly. In the event a meter reader is unable to obtain a meter reading, an estimated bill will be rendered to the customer.

Amounts not paid prior to the due date; normally the next following meter reading date and a date not less than twenty-five (25) days from the date the bill is mailed - are subject to a late payment charge of one and one-half percent (1½%) per month on the unpaid balance - equivalent to an eighteen percent (18%) annual rate. There is a \$15.00 charge for each bad check tendered for payment.

A customer must give at least four (4) days' notice before discontinuance of service and is responsible for all charges through the end of the notice period.

Service under this rate is subject to the rules and regulations and the published tariff, terms and conditions presently effective, or as filed from time to time, with the Commission.

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NHPUC NO. ~~40-11~~ GAS
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~~Revised Page 62~~

~~Fourth Revised Original Page 6265~~
~~Commercial/Industrial Rate G-44~~ ~~Superseding Third~~
~~Commercial/Industrial Rate G-44~~

**10 MANAGED EXPANSION PROGRAM COMMERCIAL/INDUSTRIAL SERVICE: LOW
ANNUAL USE, HIGH WINTER USE RATE
CLASSIFICATION NO. G-44**

Availability

This rate is Mandatory for customers taking service in a Managed Expansion Program project area who otherwise would have qualified for Commercial/Industrial Rate G-41.

Character of Service

Natural gas or equivalent will be supplied at a thermal content of nominally one (1) therm in each one hundred (100) cubic feet.

Delivery Charge

Customer Charge Per Meter: ~~\$2,489.68~~ ~~89072.5803~~ per day or ~~\$74,698.67~~ ~~7277.41~~ per 30 day month

Winter Period: First 100* therms per 30 day month at \$0.~~6126~~ ~~70636302~~ per therm

All over 100 therms per 30 day month at \$0.~~4114~~ ~~47454302~~ per therm

Summer Period: First 20* therms per 30 day month at \$0.~~6126~~ ~~70636302~~ per therm

All over 20 therms per 30 day month at \$0.~~4114~~ ~~47454302~~ per therm

*The number of therms billed in the first block will be calculated by multiplying the therms in the first block of the rate by a fraction the numerator of which is the number of days in the billing period and the denominator of which is 30.

The above rates shall be adjusted to reflect the recovery of all applicable taxes. The Winter Period shall be the months of November through April inclusive. The Summer Period shall be the months of May through October inclusive.

Supplier Charges

If the customer purchases its gas from a third party, supplier charges will be as agreed upon between the customer and the third party supplier and will be billed directly by the third party supplier. If the customer does not purchase its gas from a third party, the gas supplied by the Company will be subject to a per therm cost of gas rate. The cost of gas rate is not included in the delivery charge presented above. Refer to the Firm Rate Schedules which present both the delivery charge and cost of gas rates.

Other Charges for Delivery Service

The customer must also pay such charges and adjustments as are set forth in the Company's Local Distribution Adjustment Clause, as in effect from time to time and on file with the Commission. The delivery charge presented above is exclusive of these charges. Refer to Page 92 of this Tariff for firm rate schedules which present both the delivery charge and the LDAC rates.

Meter Account Charge

When the Company establishes or re-establishes a gas service account for a customer at a meter location, a meter account charge is incurred in addition to all other charges. The meter account charge is \$20.00 when the visit to the meter location is scheduled at the mutual convenience of the Company and the customer. Otherwise, the charge is \$30.00.

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LIBERTY UTILITIES
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Commercial/Industrial Rate G-44 ~~Superseding Third~~
~~Commercial/Industrial Rate G-44~~

Terms and Conditions

U.S. Department of Labor Standard Industry Classification Codes will determine eligibility for this tariff.

Service under each Managed Expansion Program project will have a term of ten years. Customers initiating service under this rate must take service hereunder until ten years following the date that the first

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NHPUC NO. 11 GAS
LIBERTY UTILITIES

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Commercial/Industrial Rate G-44

customer in the particular Managed Expansion Program project takes service. Once the term of service for a particular Managed Expansion Program project expires, customers will thereafter take service under Commercial/Industrial Rate G-41.

Meters are read and bills are presented monthly. In the event a meter reader is unable to obtain a meter reading, an estimated bill will be rendered to the customer.

Amounts not paid prior to the due date; normally the next following meter reading date and a date not less than twenty-five (25) days from the date the bill is mailed - are subject to a late payment charge of one and one-half percent (1½%) per month on the unpaid balance - equivalent to an eighteen percent (18%) annual rate. There is a \$15.00 charge for each bad check tendered for payment.

A customer must give at least four (4) days' notice before discontinuance of service and is responsible for all charges through the end of the notice period.

Service under this rate is subject to the rules and regulations and the published tariff, terms and conditions presently effective, or as filed from time to time, with the Commission.

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~~Fourth Revised Original~~ Page 6467
~~MEP Commercial/Industrial Rate G-45~~ ~~Superseding~~

~~MEP Commercial/Industrial Rate G-45~~

**11 MANAGED EXPANSION PROGRAM COMMERCIAL/INDUSTRIAL SERVICE:
MEDIUM ANNUAL USE, HIGH WINTER USE RATE
CLASSIFICATION NO. G-45**

Availability

This rate is mandatory for customers taking service in a Managed Expansion Program project area who otherwise would have qualified for Commercial/Industrial Rate G-42.

Character of Service

Natural gas or equivalent will be supplied at a heat content of nominally one (1) therm in each one hundred (100) cubic feet.

Delivery Charge

Customer Charge Per Meter: ~~\$7.47038~~ ~~67277.7397~~ per day or ~~\$224.11260~~ ~~18232.19~~ per 30 day month

Winter Period: First 1000* therms per 30 day month at ~~\$0.5569~~ ~~64985732~~ per therm
All over 1000 therms per 30 day month at ~~\$0.3711~~ ~~43303884~~ per therm

Summer Period: First 400* therms per 30 day month at ~~\$0.5569~~ ~~64985732~~ per therm
All over 400 therms per 30 day month at ~~\$0.3711~~ ~~43303884~~ per therm

*The number of therms billed in the first block will be calculated by multiplying the therms in the first block of the rate by a fraction the numerator of which is the number of days in the billing period and the denominator of which is 30.

The above rates shall be adjusted to reflect the recovery of all applicable taxes. The Winter Period shall be the months of November through April inclusive. The Summer Period shall be the months of May through October inclusive.

Supplier Charges

If the customer purchases its gas from a third party, supplier charges will be as agreed upon between the customer and the third party supplier and will be billed directly by the third party supplier. If the customer does not purchase its gas from a third party, the gas supplied by the Company will be subject to a per therm cost of gas rate. The cost of gas rate is not included in the delivery charge presented above. Refer to the Firm Rate Schedules which present both the delivery charge and cost of gas rates.

Other Charges for Delivery Service

The customer must also pay such charges and adjustments as are set forth in the Company's Local Distribution Adjustment Clause, as in effect from time to time and on file with the Commission. The delivery charges presented above are exclusive of these charges. Refer to Page 92 of this Tariff for firm rate schedules which present both the delivery charge and the LDAC rates.

Meter Account Charge

When the Company establishes or re-establishes a gas service account for a customer at a meter location, a meter account charge is incurred in addition to all other charges. The meter account charge is \$20.00 when

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~~MEP Commercial/Industrial Rate G-45~~
~~MEP Commercial/Industrial Rate G-45~~

the visit to the meter location is scheduled at the mutual convenience of the Company and the customer. Otherwise, the charge is \$30.00.

Terms and Conditions

Dual fuel customers may be required to sign annual contracts with minimum usage requirements in order to qualify for service under this tariff. U.S. Department of Labor Standard Industry Classification Codes will determine eligibility for this tariff.

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LIBERTY UTILITIES

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MEP Commercial/Industrial Rate G-45

Meters are read and bills are presented monthly. In the event a meter reader is unable to obtain a meter reading, an estimated bill will be rendered to the customer.

Service under each Managed Expansion Program project will have a term of ten years. Customers initiating service under this rate must take service hereunder until ten years following the date that the first customer in the particular Managed Expansion Program project takes service. Once the term of service for a particular Managed Expansion Program project expires, customers will thereafter take service under Commercial/Industrial Rate G-42.

Amounts not paid prior to the due date; normally the next following meter reading date and a date not less than twenty-five (25) days from the date the bill is mailed - are subject to a late payment charge of one and one-half percent (1½%) per month on the unpaid balance - equivalent to an eighteen percent (18%) annual rate. There is a \$15.00 charge for each bad check tendered for payment.

A customer must give at least four (4) days' notice before discontinuance of service and is responsible for all charges through the end of the notice period.

Service under this rate is subject to the rules and regulations and the published tariff, terms and conditions presently effective, or as filed from time to time, with the Commission.

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LIBERTY UTILITIES
~~Third Revised Page 66~~

~~Fourth Revised Original~~ Page 6669
~~MEP Commercial/Industrial Rate G-46~~ ~~Superseding~~
~~MEP Commercial/Industrial Rate G-46~~

**12 MANAGED EXPANSION PROGRAM COMMERCIAL/INDUSTRIAL SERVICE: HIGH ANNUAL USE, HIGH WINTER USE RATE
CLASSIFICATION NO. G-46**

Availability

This rate is mandatory for customers taking service in a Managed Expansion Program project area who otherwise would have qualified for Commercial/Industrial Rate G-43.

Character of Service

Natural gas or equivalent will be supplied at a thermal content of nominally one (1) therm in each one hundred (100) cubic feet. Should the customer's consumption fail to meet the availability requirements for this rate, the customer's service will be transferred to the otherwise applicable tariff as described under the terms and conditions of this tariff.

Delivery Charge

Customer Charge Per Meter: ~~\$32.0594~~ ~~37.2194~~ 33.1720 per day or ~~\$961.781~~ ~~116.5899~~ 5.16 per 30 day month

Winter Period: All therms per 30 day month at ~~\$0.3423~~ ~~4064~~ 3532 per therm

Summer Period: All therms per 30 day month at ~~\$0.1565~~ ~~1858~~ 1684 per therm

The above rates shall be adjusted to reflect the recovery of all applicable taxes. The Winter Period shall be the months of November through April inclusive. The Summer Period shall be the months of May through October inclusive.

Supplier Charges

If the customer purchases its gas from a third party, supplier charges will be as agreed upon between the customer and the third party supplier and will be billed directly by the third party supplier. If the customer does not purchase its gas from a third party, the gas supplied by the Company will be subject to a per therm cost of gas rate. The cost of gas rate is not included in the delivery charge presented above. Refer to Page 92 of this Tariff for firm rate schedules which present both the delivery charge and cost of gas rates.

Other Charges for Delivery Service

The customer must also pay such charges and adjustments as are set forth in the Company's Local Distribution Adjustment Clause, as in effect from time to time and on file with the Commission. The delivery charges presented above are exclusive of these charges. Refer to the Firm Rate Schedules which present both the delivery charge and the LDAC rates.

Meter Account Charge

When the Company establishes or re-establishes a gas service account for a customer at a meter location, a meter account charge is incurred in addition to all other charges. The meter account charge is \$20.00 when the visit to the meter location is scheduled at the mutual convenience of the Company and the customer. Otherwise, the charge is \$30.00.

Terms and Conditions

To be eligible for this service, a customer must sign a contract for a one year period, which contract shall include the authority for the Company to monitor the customer's continued qualification for this service. In

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~~Fourth Revised~~Original Page ~~6669~~
MEP Commercial/Industrial Rate G-46~~Superseding~~
~~MEP Commercial/Industrial Rate G-46~~

the event that the customer fails to meet the eligibility criteria set forth in the availability section of this schedule based on a monthly evaluation employing the most recent twelve (12) month period, the Company may require that the customer be billed prospectively under an alternative rate subject to the terms of the customer's Service Agreement. The Service Agreement may contain limitations as to maximum hourly, daily, or monthly consumption, provisions for charges for excess usage, and other terms and conditions of service.

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MEP Commercial/Industrial Rate G-46

Service under each Managed Expansion Program project will have a term of ten years. Customers initiating service under this rate must take service hereunder until ten years following the date that the first customer in the particular Managed Expansion Program project takes service. Once the term of service for a particular Managed Expansion Program project expires, customers will thereafter take service under Commercial/Industrial Rate G-43.

The customer shall declare maximum seasonal demands and estimated seasonal volumes at the time application for service is made. These declarations shall be updated annually, by August 1.

Meters are read and bills are presented monthly. In the event a meter reader is unable to obtain a meter reading, an estimated bill will be rendered to the customer.

Amounts not paid prior to the due date; normally the next following meter reading date and a date not less than twenty-five (25) days from the date the bill is mailed - are subject to a late payment charge of one and one-half percent (1½%) per month on the unpaid balance - equivalent to an eighteen percent (18%) annual rate. There is a \$15.00 charge for each bad check tendered for payment.

A customer must give at least four (4) days' notice before discontinuance of service and is responsible for all charges through the end of the notice period.

Service under this rate is subject to the rules and regulations and the published tariff, terms and conditions presently effective, or as filed from time to time, with the Commission.

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LIBERTY UTILITIES
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~~Fifth Revised Original~~ Page ~~6871~~
Commercial/Industrial Rate G-51 ~~Superseding Fourth~~
~~Commercial/Industrial Rate G-51~~

**13 COMMERCIAL/INDUSTRIAL SERVICE: LOW ANNUAL USE, LOW WINTER USE
RATE
CLASSIFICATION NO. G-51**

Availability

This rate is for commercial, industrial and public authority customers in locations served by the Company's mains and for which the Company's facilities are adequate. A customer receiving service under this rate must have annual usage less than or equal to 10,000 therms and a Winter Period usage less than 67% of annual usage as determined by the Company's records and procedures.

Character of Service

Natural gas or equivalent will be supplied at a thermal content of nominally one (1) therm in each one hundred (100) cubic feet.

Delivery Charge

Customer Charge Per Meter: ~~\$1,915.32-22371.9857~~ per day or ~~\$57,466.7159.57~~ per 30 day month

Winter Period: First 100* therms per 30 day month at \$0.~~2839-34082920~~ per therm

All over 100 therms per 30 day month at \$0.~~1846-22193416~~ per therm

Summer Period: First 100* therms per 30 day month at \$0.~~2839-34082920~~ per therm

All over 100 therms per 30 day month at \$0.~~1846-22161934~~ per therm

*The number of therms billed in the first block will be calculated by multiplying the therms in the first block of the rate by a fraction the numerator of which is the number of days in the billing period and the denominator of which is 30.

The above rates shall be adjusted to reflect the recovery of all applicable taxes. The Winter Period shall be the months of November through April inclusive. The Summer Period shall be the months of May through October inclusive.

Supplier Charges

If the customer purchases its gas from a third party, supplier charges will be as agreed upon between the customer and the third party supplier and will be billed directly by the third party supplier. If the customer does not purchase its gas from a third party, the gas supplied by the Company will be subject to a per therm cost of gas rate. The cost of gas rate is not included in the delivery charge presented above. Refer to the Firm Rate Schedules which present both the delivery charge and cost of gas rates.

Other Charges for Delivery Service

The customer must also pay such charges and adjustments as are set forth in the Company's Local Distribution Adjustment Clause, as in effect from time to time and on file with the Commission. The delivery charges presented above are exclusive of these charges. Refer to Page 90 or 91 of this Tariff for firm rate schedules which present both the delivery charge and the LDAC rates.

Meter Account Charge

When the Company establishes or re-establishes a gas service account for a customer at a meter location, a meter account charge is made in addition to all other charges. The meter account charge is \$20.00 when the

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LIBERTY UTILITIES
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~~Fifth Revised Original Page 6871~~
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~~Commercial/Industrial Rate G-51~~

visit to the meter location is scheduled at the mutual convenience of the Company and the customer. Otherwise, the charge is \$30.00

Terms and Conditions

Eligibility shall be based on the reasonable discretion of the Company and subject to verification of heating usage. U.S. Department of Labor Standard Industry Classification Code will determine eligibility for this

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tariff. Dual fuel customers may be required to sign annual contracts with minimum usage requirements in order to qualify for service under this tariff.

Meters are read and bills are presented monthly. In the event a meter reader is unable to obtain a meter reading, an estimated bill will be rendered to the customer.

Amounts not paid prior to the due date; normally the next following meter reading date and a date not less than twenty-five (25) days from the date the bill is mailed - are subject to a late payment charge of one and one-half percent (1½%) per month on the unpaid balance - equivalent to an eighteen percent (18%) annual rate. There is a \$15.00 charge for each bad check tendered for payment.

A customer must give at least four (4) days' notice before discontinuance of service and is responsible for all charges through the end of the notice period.

Service under this rate is subject to the rules and regulations and the published tariff, terms and conditions presently effective, or as filed from time to time, with the Commission.

DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman
TITLE: President

Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105

NHPUC NO. ~~10-11~~ GAS
LIBERTY UTILITIES
~~Revised Page 70~~

~~Fourth Revised Original Page 7073~~
~~Commercial/Industrial Rate G-52 Superseding Third~~
~~Commercial/Industrial Rate G-52~~

**14 COMMERCIAL/INDUSTRIAL SERVICE: MEDIUM ANNUAL USE, LOW WINTER
USE RATE
CLASSIFICATION NO. G-52**

Availability

This rate is for commercial, industrial and public authority customers in locations served by the Company's mains and for which the Company's facilities are adequate. A customer receiving service under this rate must have annual usage greater than 10,000 therms and less than or equal to 100,000 therms and a Winter Period usage less than 67% of annual usage as determined by the Company's records and procedures.

Character of Service

Natural gas or equivalent will be supplied at a thermal content of nominally one (1) therm in each one hundred (100) cubic feet. Should the customer's consumption fail to meet the availability requirements for this rate, the customer's service will be transferred to the otherwise applicable tariff as described under the terms and conditions of this tariff.

Delivery Charge

Customer Charge Per Meter: ~~\$5.74636.67135.9497~~ per day or ~~\$172.39200.14178.49~~ per 30 day month

Winter Period: First 1000* therms per 30 day month at \$0.~~2439.29262515~~ per therm
All over 1000 therms per 30 day month at \$0.~~1624.19481704~~ per therm

Summer Period: First 1000* therms per 30 day month at \$0.~~1767.21201846~~ per therm
All over 1000 therms per 30 day month at \$0.~~1004.12051087~~ per therm

*The number of therms billed in the first block will be calculated by multiplying the therms in the first block of the rate by a fraction the numerator of which is the number of days in the billing period and the denominator of which is 30.

The above rates shall be adjusted to reflect the recovery of all applicable taxes. The Winter Period shall be the months of November through April inclusive. The Summer Period shall be the months of May through October inclusive.

Supplier Charges

If the customer purchases its gas from a third party, supplier charges will be as agreed upon between the customer and the third party supplier and will be billed directly by the third party supplier. If the customer does not purchase its gas from a third party, the gas supplied by the Company will be subject to a per therm cost of gas rate. The cost of gas rate is not included in the delivery charge presented above. Refer to the Firm Rate Schedules which present both the delivery charge and cost of gas rates.

Other Charges for Delivery Service

The customer must also pay such charges and adjustments as are set forth in the Company's Local Distribution Adjustment Clause, as in effect from time to time and on file with the Commission. The delivery charge presented above is exclusive of these charges. Refer to Page 90 or 91 of this Tariff for firm rate schedules which present both the delivery charge and the LDAC rates.

Meter Account Charge

DATED: XXX XX, 2021 **ISSUED BY:** /s/Neil Proudman

EFFECTIVE: August 1, 2021 **TITLE:** Neil Proudman
President

ISSUED: July 13, 2020 **ISSUED BY:** /s/Susan L. Fleek

EFFECTIVE: July 01, 2020 **TITLE:** Susan L. Fleek
President

Authorized by NHPUC Order No. 26,374 dated June 30, 2020, in Docket No. DG 20-049

NHPUC NO. ~~40-11~~ GAS
LIBERTY UTILITIES
~~Revised Page 70~~

~~Fourth Revised Original Page 7073~~
~~Commercial/Industrial Rate G-52 Superseding Third~~
~~Commercial/Industrial Rate G-52~~

When the Company establishes or re-establishes a gas service account for a customer at a meter location, a meter account charge is incurred in addition to all other charges. The meter account charge is \$20.00 when the visit to the meter location is scheduled at the mutual convenience of the Company and the customer. Otherwise, the charge is \$30.00.

DATED: XXX XX, 2021 ISSUED BY: /s/Neil Proudman
Neil Proudman
EFFECTIVE: August 1, 2021 TITLE: President
Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105
ISSUED: July 13, 2020 ISSUED BY: /s/Susan L. Fleek
Susan L. Fleek
EFFECTIVE: July 01, 2020 TITLE: President

~~Authorized by NHPUC Order No. 26,374 dated June 30, 2020, in Docket No. DG 20-049~~

NHPUC NO. 11 GAS
LIBERTY UTILITIES

Original Page 74
Commercial/Industrial Rate G-52

Terms and Conditions

To be eligible for this service, a customer must sign a contract for a one year period, which contract shall include the authority for the Company to monitor the customer's continued qualification for this service. In the event that the customer fails to meet the eligibility criteria set forth in the availability section of this schedule based on a monthly evaluation employing the most recent twelve (12) month period, the Company may require that the customer be billed prospectively under an alternative rate subject to the terms of the customer's Service Agreement. The Service Agreement may contain limitations as to maximum hourly, daily, or monthly consumption, provisions for charges for excess usage, and other terms and conditions of service.

The customer shall declare maximum seasonal demands and estimated seasonal volumes at the time application for service is made. These declarations shall be updated annually, by August 1.

Meters are read and bills are presented monthly. In the event a meter reader is unable to obtain a meter reading, an estimated bill will be rendered to the customer.

Amounts not paid prior to the due date; normally the next following meter reading date and a date not less than twenty-five (25) days from the date the bill is mailed - are subject to a late payment charge of one and one-half percent (1½%) per month on the unpaid balance - equivalent to an eighteen percent (18%) annual rate. There is a \$15.00 charge for each bad check tendered for payment.

A customer must give at least four (4) days' notice before discontinuance of service and is responsible for all charges through the end of the notice period.

Service under this rate is subject to the rules and regulations and the published tariff, terms and conditions presently effective, or as filed from time to time, with the Commission.

DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman
TITLE: President

Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105

NHPUC NO. ~~40-11~~ GAS
LIBERTY UTILITIES
~~Revised Page 72~~

~~Fourth Revised Original Page 7275~~
Commercial/Industrial Rate G-53 ~~Superseding Third~~
~~Commercial/Industrial Rate G-53~~

**15 COMMERCIAL/INDUSTRIAL SERVICE: HIGH ANNUAL USE, LOAD FACTOR LESS THAN 90% RATE
CLASSIFICATION NO. G-53**

Availability

This rate is for commercial, industrial and public authority customers in locations served by the Company's mains and for which the Company's facilities are adequate. A customer receiving service under this rate must have annual usage greater than 100,000 therms, a Winter Period usage less than 67% of annual usage, and a 12 month average usage less than 90% of the average usage of December, January and February as determined by the Company's records and procedures.

Character of Service

Natural gas or equivalent will be supplied at a heat content value of nominally one (1) therm in each one hundred (100) cubic feet.

Delivery Charge

Customer Charge Per Meter: ~~\$25.379729.464726.2957~~ per day or ~~\$761.39883.94788.87~~ per 30 day month

Winter Period: All therms per 30 day month at ~~\$0.1705-20921758~~ per therm

Summer Period: All therms per 30 day month at ~~\$0.0818-10030875~~ per therm

The above rates shall be adjusted to reflect the recovery of all applicable taxes. The Winter Period shall be the months of November through April inclusive. The Summer Period shall be the months of May through October inclusive.

Supplier Charges

If the customer purchases its gas from a third party, supplier charges will be as agreed upon between the customer and the third party supplier and will be billed directly by the third party supplier. If the customer does not purchase its gas from a third party, the gas supplied by the Company will be subject to a per therm cost of gas rate. The cost of gas rate is not included in the delivery charge presented above. Refer to the Firm Rate Schedules which present both the delivery charge and cost of gas rates.

Other Charges for Delivery Service

The customer must also pay such charges and adjustments as are set forth in the Company's Local Distribution Adjustment Clause, as in effect from time to time and on file with the Commission. The delivery charge presented above is exclusive of these charges. Refer to Page 90 or 91 of this Tariff for firm rate schedules which present both the delivery charge and the LDAC rates.

Meter Account Charge

When the Company establishes or re-establishes a gas service account for a customer at a meter location, a meter account charge is incurred in addition to all other charges. The meter account charge is \$20.00 when the visit to the meter location is scheduled at the mutual convenience of the Company and the customer. Otherwise, the charge is \$30.00.

Terms and Conditions

To be eligible for this service, a customer must sign a contract for a one year period, which contract shall include the authority for the Company to monitor the customer's continued qualification for this service. In

DATED: XXX XX, 2021 ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021 TITLE: President

ISSUED: July 13, 2020 ISSUED BY: /s/Susan L. Fleek

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NHPUC NO. ~~10-11~~ GAS
LIBERTY UTILITIES
~~Revised Page 72~~

~~Fourth Revised Original Page 7275~~
~~Commercial/Industrial Rate G-53~~ ~~Superseding Third~~
~~Commercial/Industrial Rate G-53~~

the event that the customer fails to meet the eligibility criteria set forth in the availability section of this schedule based on a monthly evaluation employing the most recent twelve (12) month period, the Company may require that the customer be billed prospectively under an alternative rate subject to the terms of the customer's Service Agreement. The Service Agreement may contain limitations as to maximum hourly,

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Neil Proudman
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Susan L. Fleek
EFFECTIVE: July 01, 2020 TITLE: President

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NHPUC NO. 11 GAS
LIBERTY UTILITIES

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Commercial/Industrial Rate G-53

daily, or monthly consumption, provisions for charges for excess usage, and other terms and conditions of service.

The customer shall declare maximum seasonal demands and estimated seasonal volumes at the time application for service is made. These declarations shall be updated annually, by August 1.

Meters are read and bills are presented monthly. In the event a meter reader is unable to obtain a meter reading, an estimated bill will be rendered to the customer.

Amounts not paid prior to the due date; normally the next following meter reading date and a date not less than twenty-five (25) days from the date the bill is mailed - are subject to a late payment charge of one and one-half percent (1½%) per month on the unpaid balance - equivalent to an eighteen percent (18%) annual rate. There is a \$15.00 charge for each bad check tendered for payment.

A customer must give at least four (4) days' notice before discontinuance of service and is responsible for all charges through the end of the notice period.

Service under this rate is subject to the rules and regulations and the published tariff, terms and conditions presently effective, or as filed from time to time, with the Commission.

DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman
TITLE: President

Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105

NHPUC NO. ~~40-11~~ GAS
LIBERTY UTILITIES
~~Revised Page 74~~

~~Fourth Revised Original Page 7477~~
~~Commercial/Industrial Rate G-54 Superseding Third~~
~~Commercial/Industrial Rate G-54~~

**16 COMMERCIAL/INDUSTRIAL SERVICE: HIGH ANNUAL USE, LOAD FACTOR
GREATER THAN 90% RATE
CLASSIFICATION NO. G-54**

Availability

This rate is for commercial, industrial and public authority customers in locations served by the Company's mains and for which the Company's facilities are adequate. A customer receiving service under this rate must have annual usage greater than 100,000 therms, a Winter Period usage less than 67% of annual usage, and a 12 month average usage greater than or equal to 90% of the average usage of December, January and February as determined by the Company's records and procedures.

Character of Service

Natural gas or equivalent will be supplied at a heat content value of nominally one (1) therm in each one hundred (100) cubic feet.

Delivery Charge

Customer Charge Per Meter: ~~\$25.379729.464726.2957~~ per day or ~~\$761.39883.94788.87~~ per 30 day month

Winter Period: All therms per 30 day month at \$0.~~0650-09000670~~ per therm

Summer Period: All therms per 30 day month at \$0.~~0353-04880374~~ per therm

The above rates shall be adjusted to reflect the recovery of all applicable taxes. The Winter Period shall be the months of November through April inclusive. The Summer Period shall be the months of May through October inclusive.

Supplier Charges

If the customer purchases its gas from a third party, supplier charges will be as agreed upon between the customer and the third party supplier and will be billed directly by the third party supplier. If the customer does not purchase its gas from a third party, the gas supplied by the Company will be subject to a per therm cost of gas rate. The cost of gas rate is not included in the delivery charge presented above. Refer to the Firm Rate Schedules which present both the delivery charge and cost of gas rates.

Other Charges for Delivery Service

The customer must also pay such charges and adjustments as are set forth in the Company's Local Distribution Adjustment Clause, as in effect from time to time and on file with the Commission. The delivery charge presented above is exclusive of these charges. Refer to Page 90 or 91 of this Tariff for firm rate schedules which present both the delivery charge and the LDAC rates.

Meter Account Charge

When the Company establishes or re-establishes a gas service account for a customer at a meter location, a meter account charge is incurred in addition to all other charges. The meter account charge is \$20.00 when the visit to the meter location is scheduled at the mutual convenience of the Company and the customer. Otherwise, the charge is \$30.00.

Terms and Conditions

To be eligible for this service, a customer must sign a contract for a one year period, which contract shall include the authority for the Company to monitor the customer's continued qualification for this service. In

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Susan L. Fleek
EFFECTIVE: July 01, 2020 TITLE: President

Authorized by NHPUC Order No. 26,374 dated June 30, 2020, in Docket No. DG 20-049

NHPUC NO. ~~10-11~~ GAS
LIBERTY UTILITIES
~~Revised Page 74~~

~~Fourth Revised Original Page 7477~~
Commercial/Industrial Rate G-54 ~~Superseding Third~~
~~Commercial/Industrial Rate G-54~~

the event that the customer fails to meet the eligibility criteria set forth in the availability section of this schedule based on a monthly evaluation employing the most recent twelve (12) month period, the Company may require that the customer be billed prospectively under an alternative rate subject to the terms of the customer's Service Agreement. The Service Agreement may contain limitations as to maximum hourly,

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ISSUED: July 13, 2020 ISSUED BY: /s/Susan L. Fleek
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EFFECTIVE: July 01, 2020 TITLE: President

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NHPUC NO. 11 GAS
LIBERTY UTILITIES

Original Page 78
Commercial/Industrial Rate G-54

daily, or monthly consumption, provisions for charges for excess usage, and other terms and conditions of service.

The customer shall declare maximum seasonal demands and estimated seasonal volumes at the time application for service is made. These declarations shall be updated annually, by August 1.

Meters are read and bills are presented monthly. In the event a meter reader is unable to obtain a meter reading, an estimated bill will be rendered to the customer.

Amounts not paid prior to the due date; normally the next following meter reading date and a date not less than twenty-five (25) days from the date the bill is mailed - are subject to a late payment charge of one and one-half percent (1½%) per month on the unpaid balance - equivalent to an eighteen percent (18%) annual rate. There is a \$15.00 charge for each bad check tendered for payment.

A customer must give at least four (4) days' notice before discontinuance of service and is responsible for all charges through the end of the notice period.

Service under this rate is subject to the rules and regulations and the published tariff, terms and conditions presently effective, or as filed from time to time, with the Commission.

DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman
TITLE: President

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NHPUC NO. ~~40-11~~ GAS
LIBERTY UTILITIES
~~Third Revised Page 76~~

~~Fourth Revised~~Original Page 7679
MEP Commercial/Industrial Rate G-55~~Superseding~~
~~MEP Commercial/Industrial Rate G-55~~

**17 MANAGED EXPANSION PROGRAM COMMERCIAL/INDUSTRIAL SERVICE: LOW
ANNUAL USE, LOW WINTER USE RATE
CLASSIFICATION NO. G-55**

Availability

This rate is mandatory for customers taking service in a Managed Expansion Program project area who otherwise would have qualified for Commercial/Industrial Rate G-51.

Character of Service

Natural gas or equivalent will be supplied at a thermal content of nominally one (1) therm in each one hundred (100) cubic feet.

Delivery Charge

Customer Charge Per Meter: ~~\$2.48968906~~ 2.5803 per day or ~~\$74.6986.7277.41~~ per 30 day month

Winter Period: First 100* therms per 30 day month at ~~\$0.3691~~ 44303796 per therm

All over 100 therms per 30 day month at ~~\$0.2400~~ 28812514 per therm

Summer Period: First 100* therms per 30 day month at ~~\$0.3691~~ 44303796 per therm

All over 100 therms per 30 day month at ~~\$0.2400~~ 28812514 per therm

*The number of therms billed in the first block will be calculated by multiplying the therms in the first block of the rate by a fraction the numerator of which is the number of days in the billing period and the denominator of which is 30.

The above rates shall be adjusted to reflect the recovery of all applicable taxes. The Winter Period shall be the months of November through April inclusive. The Summer Period shall be the months of May through October inclusive.

Supplier Charges

If the customer purchases its gas from a third party, supplier charges will be as agreed upon between the customer and the third party supplier and will be billed directly by the third party supplier. If the customer does not purchase its gas from a third party, the gas supplied by the Company will be subject to a per therm cost of gas rate. The cost of gas rate is not included in the delivery charge presented above. Refer to the Firm Rate Schedules which present both the delivery charge and cost of gas rates.

Other Charges for Delivery Service

The customer must also pay such charges and adjustments as are set forth in the Company's Local Distribution Adjustment Clause, as in effect from time to time and on file with the Commission. The delivery charges presented above are exclusive of these charges. Refer to Page 92 of this Tariff for firm rate schedules which present both the delivery charge and the LDAC rates.

Meter Account Charge

When the Company establishes or re-establishes a gas service account for a customer at a meter location, a meter account charge is made in addition to all other charges. The meter account charge is \$20.00 when the visit to the meter location is scheduled at the mutual convenience of the Company and the customer. Otherwise, the charge is \$30.00

Terms and Conditions

DATED: XXX XX, 2021 ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021 TITLE: President

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NHPUC NO. ~~10-11~~ GAS
LIBERTY UTILITIES
~~Third Revised Page 76~~

~~Fourth Revised Original~~ Page ~~7679~~
MEP Commercial/Industrial Rate G-55 ~~Superseding~~
~~MEP Commercial/Industrial Rate G-55~~

Eligibility shall be based on the reasonable discretion of the Company and subject to verification of heating usage. U.S. Department of Labor Standard Industry Classification Code will determine eligibility for this tariff. Dual fuel customers may be required to sign annual contracts with minimum usage requirements in order to qualify for service under this tariff.

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Neil Proudman
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EFFECTIVE: July 01, 2020 TITLE: President

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NHPUC NO. 11 GAS
LIBERTY UTILITIES

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MEP Commercial/Industrial Rate G-55

Service under each Managed Expansion Program project will have a term of ten years. Customers initiating service under this rate must take service hereunder until ten years following the date that the first customer in the particular Managed Expansion Program project takes service. Once the term of service for a particular Managed Expansion Program project expires, customers will thereafter take service under Commercial/Industrial Rate G-51.

Meters are read and bills are presented monthly. In the event a meter reader is unable to obtain a meter reading, an estimated bill will be rendered to the customer.

Amounts not paid prior to the due date; normally the next following meter reading date and a date not less than twenty-five (25) days from the date the bill is mailed - are subject to a late payment charge of one and one-half percent (1½%) per month on the unpaid balance - equivalent to an eighteen percent (18%) annual rate. There is a \$15.00 charge for each bad check tendered for payment.

A customer must give at least four (4) days' notice before discontinuance of service and is responsible for all charges through the end of the notice period.

Service under this rate is subject to the rules and regulations and the published tariff, terms and conditions presently effective, or as filed from time to time, with the Commission.

DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman
TITLE: President

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NHPUC NO. ~~40-11~~ GAS
LIBERTY UTILITIES
~~Third Revised Page 78~~

~~Fourth Revised Original Page 7881~~
~~MEP Commercial/Industrial Rate G-56~~
~~MEP Commercial/Industrial Rate G-56~~

**18 MANAGED EXPANSION PROGRAM COMMERCIAL/INDUSTRIAL SERVICE:
MEDIUM ANNUAL USE, LOW ~~WINTER USE RATE~~
CLASSIFICATION NO. G-56**

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Availability

This rate is mandatory for customers taking service in a Managed Expansion Program project area who otherwise would have qualified for Commercial/Industrial Rate G-52.

Character of Service

Natural gas or equivalent will be supplied at a thermal content of nominally one (1) therm in each one hundred (100) cubic feet. Should the customer's consumption fail to meet the availability requirements for this rate, the customer's service will be transferred to the otherwise applicable tariff as described under the terms and conditions of this tariff.

Delivery Charge

Customer Charge Per Meter: ~~\$7.47038.67277.7397~~ per day or ~~\$224.14260.18232.19~~ per 30 day month

Winter Period: First 1000* therms per 30 day month at ~~\$0.3171.38943270~~ per therm
All over 1000 therms per 30 day month at ~~\$0.2111.25332215~~ per therm

Summer Period: First 1000* therms per 30 day month at ~~\$0.2297.27562400~~ per therm
All over 1000 therms per 30 day month at ~~\$0.1304.15661413~~ per therm

*The number of therms billed in the first block will be calculated by multiplying the therms in the first block of the rate by a fraction the numerator of which is the number of days in the billing period and the denominator of which is 30.

The above rates shall be adjusted to reflect the recovery of all applicable taxes. The Winter Period shall be the months of November through April inclusive. The Summer Period shall be the months of May through October inclusive.

Supplier Charges

If the customer purchases its gas from a third party, supplier charges will be as agreed upon between the customer and the third party supplier and will be billed directly by the third party supplier. If the customer does not purchase its gas from a third party, the gas supplied by the Company will be subject to a per therm cost of gas rate. The cost of gas rate is not included in the delivery charge presented above. Refer to the Firm Rate Schedules which present both the delivery charge and cost of gas rates.

Other Charges for Delivery Service

The customer must also pay such charges and adjustments as are set forth in the Company's Local Distribution Adjustment Clause, as in effect from time to time and on file with the Commission. The delivery charge presented above is exclusive of these charges. Refer to Page 92 of this Tariff for firm rate schedules which present both the delivery charge and the LDAC rates.

Meter Account Charge

When the Company establishes or re-establishes a gas service account for a customer at a meter location, a meter account charge is incurred in addition to all other charges. The meter account charge is \$20.00 when the visit to the meter location is scheduled at the mutual convenience of the Company and the customer. Otherwise, the charge is \$30.00.

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Neil Proudman
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ISSUED: July 13, 2020 ISSUED BY: /s/Susan L. Fleek
Susan L. Fleek
EFFECTIVE: July 01, 2020 TITLE: President

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LIBERTY UTILITIES
~~Third Revised Page 78~~

~~Fourth Revised Original Page 7881~~
~~MEP Commercial/Industrial Rate G-56~~
~~Superseding~~
~~MEP Commercial/Industrial Rate G-56~~

Terms and Conditions

To be eligible for this service, a customer must sign a contract for a one year period, which contract shall include the authority for the Company to monitor the customer's continued qualification for this service. In

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NHPUC NO. 10 11 GAS
LIBERTY UTILITIES

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MEP Commercial/Industrial Rate G-56

the event that the customer fails to meet the eligibility criteria set forth in the availability section of this schedule based on a monthly evaluation employing the most recent twelve (12) month period, the Company may require that the customer be billed prospectively under an alternative rate subject to the terms of the customer's Service Agreement. The Service Agreement may contain limitations as to maximum hourly, daily, or monthly consumption, provisions for charges for excess usage, and other terms and conditions of service.

Service under each Managed Expansion Program project will have a term of ten years. Customers initiating service under this rate must take service hereunder until ten years following the date that the first customer in the particular Managed Expansion Program project takes service. Once the term of service for a particular Managed Expansion Program project expires, customers will thereafter take service under Commercial/Industrial Rate G-52.

The customer shall declare maximum seasonal demands and estimated seasonal volumes at the time application for service is made. These declarations shall be updated annually, by August 1.

Meters are read and bills are presented monthly. In the event a meter reader is unable to obtain a meter reading, an estimated bill will be rendered to the customer.

Amounts not paid prior to the due date; normally the next following meter reading date and a date not less than twenty-five (25) days from the date the bill is mailed - are subject to a late payment charge of one and one-half percent (1½%) per month on the unpaid balance - equivalent to an eighteen percent (18%) annual rate. There is a \$15.00 charge for each bad check tendered for payment.

A customer must give at least four (4) days' notice before discontinuance of service and is responsible for all charges through the end of the notice period.

Service under this rate is subject to the rules and regulations and the published tariff, terms and conditions presently effective, or as filed from time to time, with the Commission.

DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman
Neil Proudman
TITLE: President

EFFECTIVE: August 1, 2021

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NHPUC NO. ~~40-11~~ GAS
LIBERTY UTILITIES
~~Fourth Revised Page 80~~

~~Fifth Revised Original Page 8083~~
~~MEP Commercial/Industrial Rate G-57~~ ~~Superseding~~
~~MEP Commercial/Industrial Rate G-57~~

**19 MANAGED EXPANSION PROGRAM COMMERCIAL/INDUSTRIAL SERVICE: HIGH ANNUAL USE, LOAD FACTOR LESS THAN 90% RATE
CLASSIFICATION NO. G-57**

Availability

This rate is mandatory for customers taking service in a Managed Expansion Program project area who otherwise would have qualified for Commercial/Industrial Rate G-53.

Character of Service

Natural gas or equivalent will be supplied at a heat content value of nominally one (1) therm in each one hundred (100) cubic feet.

Delivery Charge

Customer Charge Per Meter: ~~\$32.993438.304134.1843~~ per day or ~~\$989.801.149.1025.5312~~ per 30 day month

Winter Period: All therms per 30 day month at \$0.~~2216 27202286~~ per therm

Summer Period: All therms per 30 day month at \$0.~~4063 13051138~~ per therm

The above rates shall be adjusted to reflect the recovery of all applicable taxes. The Winter Period shall be the months of November through April inclusive. The Summer Period shall be the months of May through October inclusive.

Supplier Charges

If the customer purchases its gas from a third party, supplier charges will be as agreed upon between the customer and the third party supplier and will be billed directly by the third party supplier. If the customer does not purchase its gas from a third party, the gas supplied by the Company will be subject to a per therm cost of gas rate. The cost of gas rate is not included in the delivery charge presented above. Refer to Page 92 of this Tariff for firm rate schedules which present both the delivery charge and cost of gas rates.

Other Charges for Delivery Service

The customer must also pay such charges and adjustments as are set forth in the Company's Local Distribution Adjustment Clause, as in effect from time to time and on file with the Commission. The delivery charge presented above is exclusive of these charges. Refer to the Firm Rate Schedules which present both the delivery charge and the LDAC rates.

Meter Account Charge

When the Company establishes or re-establishes a gas service account for a customer at a meter location, a meter account charge is incurred in addition to all other charges. The meter account charge is \$20.00 when the visit to the meter location is scheduled at the mutual convenience of the Company and the customer. Otherwise, the charge is \$30.00.

Terms and Conditions

To be eligible for this service, a customer must sign a contract for a one year period, which contract shall include the authority for the Company to monitor the customer's continued qualification for this service. In the event that the customer fails to meet the eligibility criteria set forth in the availability section of this schedule based on a monthly evaluation employing the most recent twelve (12) month period, the Company may require that the customer be billed prospectively under an alternative rate subject to the terms of the

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EFFECTIVE: August 1, 2021 TITLE: President

ISSUED: July 13, 2020 ISSUED BY: /s/Susan L. Fleek

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Authorized by NHPUC Order No. 26,374 dated June 30, 2020, in Docket No. DG 20-049

NHPUC NO. ~~10-11~~ GAS
LIBERTY UTILITIES
~~Fourth Revised Page 80~~

~~Fifth Revised~~Original Page 8083
MEP Commercial/Industrial Rate G-57~~Superseding~~
~~MEP Commercial/Industrial Rate G-57~~

customer's Service Agreement. The Service Agreement may contain limitations as to maximum hourly, daily, or monthly consumption, provisions for charges for excess usage, and other terms and conditions of service.

Service under each Managed Expansion Program project will have a term of ten years. Customers initiating service under this rate must take service hereunder until ten years following the date that the first customer

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Neil Proudman
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Susan L. Fleek
EFFECTIVE: July 01, 2020 TITLE: President

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NHPUC NO. 11 GAS
LIBERTY UTILITIES

Original Page 84
MEP Commercial/Industrial Rate G-57

in the particular Managed Expansion Program project takes service. Once the term of service for a particular Managed Expansion Program project expires, customers will thereafter take service under Commercial/Industrial Rate G-53.

The customer shall declare maximum seasonal demands and estimated seasonal volumes at the time application for service is made. These declarations shall be updated annually, by August 1.

Meters are read and bills are presented monthly. In the event a meter reader is unable to obtain a meter reading, an estimated bill will be rendered to the customer.

Amounts not paid prior to the due date; normally the next following meter reading date and a date not less than twenty-five (25) days from the date the bill is mailed - are subject to a late payment charge of one and one-half percent (1½%) per month on the unpaid balance - equivalent to an eighteen percent (18%) annual rate. There is a \$15.00 charge for each bad check tendered for payment.

A customer must give at least four (4) days' notice before discontinuance of service and is responsible for all charges through the end of the notice period.

Service under this rate is subject to the rules and regulations and the published tariff, terms and conditions presently effective, or as filed from time to time, with the Commission.

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ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman
TITLE: President

Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105

NHPUC NO. ~~10-11~~ GAS
LIBERTY UTILITIES
~~Third Revised Page 82~~

~~Fourth Revised Original~~ Page ~~8285~~
~~MEP Commercial/Industrial Rate G-58~~
~~MEP Commercial/Industrial Rate G-58~~

**20 MANAGED EXPANSION PROGRAM COMMERCIAL/INDUSTRIAL SERVICE: HIGH ANNUAL USE, LOAD FACTOR GREATER THAN 90% RATE
CLASSIFICATION NO. G-58**

Availability

This rate is mandatory for customers taking service in a Managed Expansion Program project area who otherwise would have qualified for Commercial/Industrial Rate G-54.

Character of Service

Natural gas or equivalent will be supplied at a heat content value of nominally one (1) therm in each one hundred (100) cubic feet.

Delivery Charge

Customer Charge Per Meter: ~~\$32.993438.304134.1843~~ per day or ~~\$989.801.149.121.025.53~~ per 30 day month

Winter Period: All therms per 30 day month at ~~\$0.0846-1170.0871~~ per therm

Summer Period: All therms per 30 day month at ~~\$0.0459-06340487~~ per therm

The above rates shall be adjusted to reflect the recovery of all applicable taxes. The Winter Period shall be the months of November through April inclusive. The Summer Period shall be the months of May through October inclusive.

Supplier Charges

If the customer purchases its gas from a third party, supplier charges will be as agreed upon between the customer and the third party supplier and will be billed directly by the third party supplier. If the customer does not purchase its gas from a third party, the gas supplied by the Company will be subject to a per therm cost of gas rate. The cost of gas rate is not included in the delivery charge presented above. Refer to the Firm Rate Schedules which present both the delivery charge and cost of gas rates.

Other Charges for Delivery Service

The customer must also pay such charges and adjustments as are set forth in the Company's Local Distribution Adjustment Clause, as in effect from time to time and on file with the Commission. The delivery charge presented above is exclusive of these charges. Refer to Page 92 of this Tariff for firm rate schedules which present both the delivery charge and the LDAC rates.

Meter Account Charge

When the Company establishes or re-establishes a gas service account for a customer at a meter location, a meter account charge is incurred in addition to all other charges. The meter account charge is \$20.00 when the visit to the meter location is scheduled at the mutual convenience of the Company and the customer. Otherwise, the charge is \$30.00.

Terms and Conditions

To be eligible for this service, a customer must sign a contract for a one year period, which contract shall include the authority for the Company to monitor the customer's continued qualification for this service. In the event that the customer fails to meet the eligibility criteria set forth in the availability section of this schedule based on a monthly evaluation employing the most recent twelve (12) month period, the Company may require that the customer be billed prospectively under an alternative rate subject to the terms of the

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Neil Proudman

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July 13, 2020 ISSUED BY: /s/Susan L. Fleek

Susan L. Fleek

EFFECTIVE: July 01, 2020 TITLE: President

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NHPUC NO. ~~40-11~~ GAS
LIBERTY UTILITIES
~~Third Revised Page 82~~

~~Fourth Revised~~Original Page ~~8285~~
MEP Commercial/Industrial Rate G-58~~Superseding~~
~~MEP Commercial/Industrial Rate G-58~~

customer's Service Agreement. The Service Agreement may contain limitations as to maximum hourly, daily, or monthly consumption, provisions for charges for excess usage, and other terms and conditions of service.

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Neil Proudman
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Susan L. Fleek
EFFECTIVE: July 01, 2020 TITLE: President

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NHPUC NO. 11 GAS
LIBERTY UTILITIES

Original Page 86
Outdoor Gas Lighting

in the particular Managed Expansion Program project takes service. Once the term of service for a particular Managed Expansion Program project expires, customers will thereafter take service under Commercial/Industrial Rate G-54.

The customer shall declare maximum seasonal demands and estimated seasonal volumes at the time application for service is made. These declarations shall be updated annually, by August 1.

Meters are read and bills are presented monthly. In the event a meter reader is unable to obtain a meter reading, an estimated bill will be rendered to the customer.

Amounts not paid prior to the due date; normally the next following meter reading date and a date not less than twenty-five (25) days from the date the bill is mailed - are subject to a late payment charge of one and one-half percent (1½%) per month on the unpaid balance - equivalent to an eighteen percent (18%) annual rate. There is a \$15.00 charge for each bad check tendered for payment.

A customer must give at least four (4) days' notice before discontinuance of service and is responsible for all charges through the end of the notice period.

Service under this rate is subject to the rules and regulations and the published tariff, terms and conditions presently effective, or as filed from time to time, with the Commission.

21 OUTDOOR GAS LIGHTING

Availability

This rate is available for residential outdoor gas lighting where such service is provided from the Company's existing delivery system to a standard gas light fixture or fixtures, located on the customer's premises, and when it is not feasible to meter such service along with other gas used on the premises and bill the same under the rate in effect for all other services. Service under this rate is available at those locations which were receiving service hereunder as of July 1, 2015, and which have continuously received service hereunder since that date.

Rate Per Light Per Month	\$12.81
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The above rates shall be adjusted to reflect the recovery of all applicable taxes.

Account Charge

When the Company establishes or re-establishes a gas service account for a customer at a location, an account charge is incurred in addition to all other charges. The account charge is \$20.00 when the visit to the location is scheduled at the mutual convenience of the Company and the customer. Otherwise, the charge is \$30.00.

Terms and Conditions

Meters are read and bills are presented monthly.

Amounts not paid prior to the due date; normally the next following meter reading date and a date not less than twenty-five (25) days from the date the bill is mailed - are subject to a late payment charge of one and one-half percent (1½%) per month on the unpaid balance - equivalent to an eighteen percent (18%) annual rate. There is a \$15.00 charge for each bad check tendered for payment.

A customer must give at least four (4) days' notice before discontinuance of service and is responsible for all charges through the end of the notice period.

Service under this rate is subject to the rules and regulations and the published tariff, terms and conditions presently effective, or as filed from time to time, with the Commission.

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ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman
President

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NHPUC NO. ~~10-11~~ GAS
LIBERTY UTILITIES

~~Thirtieth Revised Original Page 8487~~
~~Superseding Twenty-ninth Revised Page 84~~
Firm Rate Schedule

22 FIRM RATE SCHEDULES - EXCLUDING KEENE CUSTOMERS

Rates Effective March 1, 2021 - April 30, 2021 Rates effective November 01, 2021 - April 30, 2022 Winter Period				Rates Effective June 1, 2021 - October 31, 2021 Rates Effective August 1, 2021 - October 31, 2021 Summer Period			
Delivery Charge	Cost of Gas Rate Page 96	LDAC Page 102	Total Rate	Delivery Charge	Cost of Gas Rate Page 93	LDAC Page 102	Total Rate
Residential Non Heating - R-1							
Customer Charge per Month per Meter	\$ 15.39		\$ 15.39	\$ 15.39			\$ 15.39
All Therms	\$ 0.4358 \$ 0.6050 \$ 0.0589	\$ 1.0997	\$ 1.5347	\$ 0.4358 \$ 0.3935 \$ 0.0589	\$ 0.8882		\$ 1.3416
	\$ 0.3860 \$ 0.6050 \$ 0.0589	\$ 1.0499		\$ 0.3860 \$ 0.3935 \$ 0.0589	\$ 0.8384		
Residential Heating - R-3							
Customer Charge per Month per Meter	\$ 15.39		\$ 15.39	\$ 15.39			\$ 15.39
Size of the first block							
All Therms	\$ 0.5985 \$ 0.6050 \$ 0.0589	\$ 1.2624	\$ 1.8609	\$ 0.5985 \$ 0.3935 \$ 0.0589	\$ 1.0509		\$ 1.9923
	\$ 0.5678 \$ 0.6050 \$ 0.0589	\$ 1.2317		\$ 0.5678 \$ 0.3935 \$ 0.0589	\$ 1.0202		
Residential Heating - R-4							
Customer Charge per Month per Meter	\$ 8.47		\$ 8.47	\$ 15.39			\$ 15.39
Size of the first block							
All Therms	\$ 0.3292 \$ 0.3328 \$ 0.0589	\$ 0.7209	\$ 1.2007	\$ 0.5985 \$ 0.3935 \$ 0.0589	\$ 1.0509		\$ 1.9923
	\$ 0.3123 \$ 0.3328 \$ 0.0589	\$ 0.7040		\$ 0.5678 \$ 0.3935 \$ 0.0589	\$ 1.0202		
Commercial/Industrial - G-41							
Customer Charge per Month per Meter	\$ 59.55		\$ 59.55	\$ 59.55			\$ 59.55
Size of the first block							
100 therms	\$ 0.4848 \$ 0.6031 \$ 0.0555	\$ 1.1434	\$ 1.6282	\$ 0.4848 \$ 0.3886 \$ 0.0555	\$ 0.9289		\$ 1.8627
Therms in the first block per month at	\$ 0.4711 \$ 0.6031 \$ 0.0555	\$ 1.1207		\$ 0.4711 \$ 0.3886 \$ 0.0555	\$ 0.9152		
All therms over the first block per month at	\$ 0.3309 \$ 0.6031 \$ 0.0555	\$ 0.9895	\$ 1.3204	\$ 0.3309 \$ 0.3886 \$ 0.0555	\$ 0.7750		\$ 2.0954
	\$ 0.3165 \$ 0.6031 \$ 0.0555	\$ 0.9751		\$ 0.3165 \$ 0.3886 \$ 0.0555	\$ 0.7506		
Commercial/Industrial - G-42							
Customer Charge per Month per Meter	\$ 178.61		\$ 178.61	\$ 178.61			\$ 178.61
Size of the first block							
1000 therms	\$ 0.4409 \$ 0.6031 \$ 0.0555	\$ 1.0995	\$ 1.5404	\$ 0.4409 \$ 0.3886 \$ 0.0555	\$ 0.8850		\$ 2.4254
Therms in the first block per month at	\$ 0.4284 \$ 0.6031 \$ 0.0555	\$ 1.0870		\$ 0.4284 \$ 0.3886 \$ 0.0555	\$ 0.8725		
All therms over the first block per month at	\$ 0.2988 \$ 0.6031 \$ 0.0555	\$ 0.9574	\$ 1.2562	\$ 0.2988 \$ 0.3886 \$ 0.0555	\$ 0.7429		\$ 2.1991
	\$ 0.2855 \$ 0.6031 \$ 0.0555	\$ 0.9441		\$ 0.2855 \$ 0.3886 \$ 0.0555	\$ 0.7296		
Commercial/Industrial - G-43							
Customer Charge per Month per Meter	\$ 765.51		\$ 765.51	\$ 765.51			\$ 765.51
All therms over the first block per month at	\$ 0.2717 \$ 0.6031 \$ 0.0555	\$ 0.9303	\$ 1.2020	\$ 0.1295 \$ 0.3886 \$ 0.0555	\$ 0.5736		\$ 2.7756
	\$ 0.2633 \$ 0.6031 \$ 0.0555	\$ 0.9219		\$ 0.1204 \$ 0.3886 \$ 0.0555	\$ 0.5645		
Commercial/Industrial - G-51							
Customer Charge per Month per Meter	\$ 59.57		\$ 59.57	\$ 59.57			\$ 59.57
Size of the first block							
100 therms	\$ 0.2920 \$ 0.6139 \$ 0.0555	\$ 0.9614	\$ 1.2534	\$ 0.2920 \$ 0.3999 \$ 0.0555	\$ 0.7474		\$ 2.0008
Therms in the first block per month at	\$ 0.2830 \$ 0.6139 \$ 0.0555	\$ 0.9533		\$ 0.2830 \$ 0.3999 \$ 0.0555	\$ 0.7393		
All therms over the first block per month at	\$ 0.1934 \$ 0.6139 \$ 0.0555	\$ 0.8628	\$ 1.0562	\$ 0.1934 \$ 0.3999 \$ 0.0555	\$ 0.6488		\$ 2.7050
	\$ 0.1846 \$ 0.6139 \$ 0.0555	\$ 0.8540		\$ 0.1846 \$ 0.3999 \$ 0.0555	\$ 0.6400		
Commercial/Industrial - G-52							
Customer Charge per Month per Meter	\$ 178.49		\$ 178.49	\$ 178.49			\$ 178.49
Size of the first block							
1000 therms	\$ 0.2515 \$ 0.6139 \$ 0.0555	\$ 0.9209	\$ 1.1724	\$ 0.1846 \$ 0.3999 \$ 0.0555	\$ 0.6400		\$ 2.6124
Therms in the first block per month at	\$ 0.2430 \$ 0.6139 \$ 0.0555	\$ 0.9133		\$ 0.1762 \$ 0.3999 \$ 0.0555	\$ 0.6321		
All therms over the first block per month at	\$ 0.1704 \$ 0.6139 \$ 0.0555	\$ 0.8398	\$ 1.0102	\$ 0.1087 \$ 0.3999 \$ 0.0555	\$ 0.5641		\$ 2.5743
	\$ 0.1624 \$ 0.6139 \$ 0.0555	\$ 0.8318		\$ 0.1004 \$ 0.3999 \$ 0.0555	\$ 0.5558		
Commercial/Industrial - G-53							
Customer Charge per Month per Meter	\$ 788.87		\$ 788.87	\$ 788.87			\$ 788.87
All therms over the first block per month at	\$ 0.1758 \$ 0.6139 \$ 0.0555	\$ 0.8452	\$ 1.0210	\$ 0.0875 \$ 0.3999 \$ 0.0555	\$ 0.5429		\$ 2.5709
	\$ 0.1705 \$ 0.6139 \$ 0.0555	\$ 0.8399		\$ 0.0818 \$ 0.3999 \$ 0.0555	\$ 0.5372		
Commercial/Industrial - G-54							
Customer Charge per Month per Meter	\$ 788.87		\$ 788.87	\$ 788.87			\$ 788.87
All therms over the first block per month at	\$ 0.0670 \$ 0.6139 \$ 0.0555	\$ 0.7364	\$ 0.8034	\$ 0.0374 \$ 0.3999 \$ 0.0555	\$ 0.4928		\$ 2.2915
	\$ 0.0650 \$ 0.6139 \$ 0.0555	\$ 0.7344		\$ 0.0353 \$ 0.3999 \$ 0.0555	\$ 0.4902		

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EFFECTIVE: August 1, 2021

TITLE: President

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ISSUED: April 23, 2021

ISSUED BY: /s/Susan L. Fleek

EFFECTIVE: May 01, 2021

TITLE: President

Authorized by NHPUC Order No. 26,419 dated October 30, 2020 in Docket No. DG 20-141

NHPUC NO. ~~10-11~~ GAS
LIBERTY UTILITIES

~~Thirtieth Revised Original Page 8487~~
~~Superseding Twenty-ninth Revised Page 84~~
Firm Rate Schedule

II RATE SCHEDULES								
FIRM RATE SCHEDULES EXCLUDING KEENE CUSTOMERS								
Rates effective March 1, 2021 - April 30, 2021 Winter Period					Rates Effective May 1, 2021 - October 31, 2021 Summer Period			
	Delivery Charge	Cost of Gas Rate Page 92	LDAC Page 97	Total Rate		Delivery Charge	Cost of Gas Rate Page 89	Total Rate
Residential Non Heating - R-1								
Customer Charge per Month per Meter	\$ 15.50			\$ 15.50		\$ 15.50		\$ 15.50
All therms	\$ 0.3860	\$ 0.6050	\$ 0.0589	\$ 1.0499		\$ 0.3860	\$ 0.3935	\$ 0.8384
Residential Heating - R-3								
Customer Charge per Month per Meter	\$ 15.50			\$ 15.50		\$ 15.50		\$ 15.50
All therms								
Therms in the first block per month at	\$ 0.5678	\$ 0.6050	\$ 0.0589	\$ 1.2317		\$ 0.5678	\$ 0.3935	\$ 1.0202
Residential Heating - R-4								
Customer Charge per Month per Meter	\$ 8.53			\$ 8.53		\$ 15.50		\$ 15.50
All therms								
Therms in the first block per month at	\$ 0.3123	\$ 0.3328	\$ 0.0589	\$ 0.7040		\$ 0.5678	\$ 0.3935	\$ 1.0202
Commercial/Industrial - G-41								
Customer Charge per Month per Meter	\$ 57.46			\$ 57.46		\$ 57.46		\$ 57.46
Size of the first block	100 therms					20 therms		
Therms in the first block per month at	\$ 0.4711	\$ 0.6031	\$ 0.0555	\$ 1.1297		\$ 0.4711	\$ 0.3886	\$ 0.9152
All therms over the first block per month at	\$ 0.3165	\$ 0.6031	\$ 0.0555	\$ 0.9751		\$ 0.3165	\$ 0.3886	\$ 0.7606
Commercial/Industrial - G-42								
Customer Charge per Month per Meter	\$ 172.39			\$ 172.39		\$ 172.39		\$ 172.39
Size of the first block	1000 therms					400 therms		
Therms in the first block per month at	\$ 0.4284	\$ 0.6031	\$ 0.0555	\$ 1.0870		\$ 0.4284	\$ 0.3886	\$ 0.8725
All therms over the first block per month at	\$ 0.2855	\$ 0.6031	\$ 0.0555	\$ 0.9441		\$ 0.2855	\$ 0.3886	\$ 0.7296
Commercial/Industrial - G-43								
Customer Charge per Month per Meter	\$ 739.83			\$ 739.83		\$ 739.83		\$ 739.83
All therms over the first block per month at	\$ 0.2633	\$ 0.6031	\$ 0.0555	\$ 0.9219		\$ 0.1204	\$ 0.3886	\$ 0.5645
Commercial/Industrial - G-51								
Customer Charge per Month per Meter	\$ 57.46			\$ 57.46		\$ 57.46		\$ 57.46
Size of the first block	100 therms					100 therms		
Therms in the first block per month at	\$ 0.2839	\$ 0.6139	\$ 0.0555	\$ 0.9533		\$ 0.2839	\$ 0.3999	\$ 0.7393
All therms over the first block per month at	\$ 0.1846	\$ 0.6139	\$ 0.0555	\$ 0.8540		\$ 0.1846	\$ 0.3999	\$ 0.6400
Commercial/Industrial - G-52								
Customer Charge per Month per Meter	\$ 172.39			\$ 172.39		\$ 172.39		\$ 172.39
Size of the first block	1000 therms					1000 therms		
Therms in the first block per month at	\$ 0.2439	\$ 0.6139	\$ 0.0555	\$ 0.9133		\$ 0.1767	\$ 0.3999	\$ 0.6321
All therms over the first block per month at	\$ 0.1624	\$ 0.6139	\$ 0.0555	\$ 0.8318		\$ 0.1004	\$ 0.3999	\$ 0.5558
Commercial/Industrial - G-53								
Customer Charge per Month per Meter	\$ 761.39			\$ 761.39		\$ 761.39		\$ 761.39
All therms over the first block per month at	\$ 0.1705	\$ 0.6139	\$ 0.0555	\$ 0.8399		\$ 0.0818	\$ 0.3999	\$ 0.5372
Commercial/Industrial - G-54								
Customer Charge per Month per Meter	\$ 761.39			\$ 761.39		\$ 761.39		\$ 761.39
All therms over the first block per month at	\$ 0.0650	\$ 0.6139	\$ 0.0555	\$ 0.7344		\$ 0.0353	\$ 0.3999	\$ 0.4907

DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

TITLE: President

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ISSUED: April 23, 2021

ISSUED BY: /s/Susan L. Fleek

EFFECTIVE: May 01, 2021

TITLE: President

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NHPUC NO. ~~10-11~~ GAS
LIBERTY UTILITIES

~~Thirty-second Original Revised Page 8588~~
~~Superseding Thirty-first Revised Page 85~~
Firm Rate Schedule

23 FIRM RATE SCHEDULES - KEENE CUSTOMERS

	Rates Effective March 1, 2021 - April 30, 2021 Rates effective November 01, 2021 - April 30, 2022 Winter Period				Rates Effective June 1, 2021 - October 31, 2021 Rates Effective August 1, 2021 - October 31, 2021 Summer Period			
	Delivery Charge	Cost of Gas Rate Page 98	LDAC Page 102	Total Rate	Delivery Charge	Cost of Gas Rate Page 94	LDAC Page 102	Total Rate
Residential Non Heating - R-1	\$ 45.50			\$ 45.50	\$ 45.50			\$ 45.50
Customer Charge per Month per Meter	\$ 15.39			\$ 15.39	\$ 15.39			\$ 15.39
All Therms	\$ 0.4358	\$ 0.9492	\$ 0.0589	\$ 1.4439	\$ 0.4358	\$ 1.2665	\$ 0.0589	\$ 1.7612
	\$ -0.3860	\$ -1.2816	\$ -0.0589	\$ -1.7265	\$ -0.3860	\$ -1.2665	\$ -0.0589	\$ -1.7114
Residential Heating - R-3	\$ 45.50			\$ 45.50	\$ 45.50			\$ 45.50
Customer Charge per Month per Meter	\$ 15.39			\$ 15.39	\$ 15.39			\$ 15.39
Size of the first block								
All Therms	\$ 0.5985	\$ 0.9492	\$ 0.0589	\$ 1.6066	\$ 0.5985	\$ 1.2665	\$ 0.0589	\$ 1.9239
	\$ -0.5678	\$ -1.2816	\$ -0.0589	\$ -1.9083	\$ -0.5678	\$ -1.2665	\$ -0.0589	\$ -1.8932
Residential Heating - R-4	\$ 8.53			\$ 8.53	\$ 15.50			\$ 15.50
Customer Charge per Month per Meter	\$ 8.47			\$ 8.47	\$ 15.39			\$ 15.39
Size of the first block								
All Therms	\$ 0.3292	\$ 0.9492	\$ 0.0589	\$ 1.3373	\$ 0.5985	\$ 1.2665	\$ 0.0589	\$ 1.9239
	\$ -0.3123	\$ -0.7048	\$ -0.0589	\$ -1.0760	\$ -0.5678	\$ -1.2665	\$ -0.0589	\$ -1.8932
Commercial/Industrial - G-41	\$ 57.46			\$ 57.46	\$ 57.46			\$ 57.46
Customer Charge per Month per Meter	\$ 59.55			\$ 59.55	\$ 59.55			\$ 59.55
Size of the first block								
100 therms	\$ 0.4848	\$ 0.9492	\$ 0.0555	\$ 1.4895	20 therms	\$ 0.4848	\$ 0.0555	\$ 1.8068
Therms in the first block per month at	\$ -0.4744	\$ -1.2816	\$ -0.0555	\$ -1.8082	\$ -0.4744	\$ -1.2665	\$ -0.0555	\$ -1.7931
All therms over the first block per month at	\$ 0.3309	\$ 0.9492	\$ 0.0555	\$ 1.3356	\$ 0.3309	\$ 1.2665	\$ 0.0555	\$ 1.6529
	\$ -0.3165	\$ -1.2816	\$ -0.0555	\$ -1.6538	\$ -0.3165	\$ -1.2665	\$ -0.0555	\$ -1.6385
Commercial/Industrial - G-42	\$ 172.30			\$ 172.30	\$ 172.30			\$ 172.30
Customer Charge per Month per Meter	\$ 178.61			\$ 178.61	\$ 178.61			\$ 178.61
Size of the first block								
1000 therms	\$ 0.4409	\$ 0.9492	\$ 0.0555	\$ 1.4456	400 therms	\$ 0.4409	\$ 0.0555	\$ 1.7629
Therms in the first block per month at	\$ -0.4284	\$ -1.2816	\$ -0.0555	\$ -1.7855	\$ -0.4284	\$ -1.2665	\$ -0.0555	\$ -1.7504
All therms over the first block per month at	\$ 0.2988	\$ 0.9492	\$ 0.0555	\$ 1.3035	\$ 0.2988	\$ 1.2665	\$ 0.0555	\$ 1.6208
	\$ -0.2855	\$ -1.2816	\$ -0.0555	\$ -1.6226	\$ -0.2855	\$ -1.2665	\$ -0.0555	\$ -1.6075
Commercial/Industrial - G-43	\$ 730.83			\$ 730.83	\$ 730.83			\$ 730.83
Customer Charge per Month per Meter	\$ 765.51			\$ 765.51	\$ 765.51			\$ 765.51
All therms	\$ 0.2717	\$ 0.9492	\$ 0.0555	\$ 1.2764	\$ 0.1295	\$ 1.2665	\$ 0.0555	\$ 1.4515
	\$ -0.2633	\$ -1.2816	\$ -0.0555	\$ -1.6004	\$ -0.1204	\$ -1.2665	\$ -0.0555	\$ -1.4424
Commercial/Industrial - G-51	\$ 57.46			\$ 57.46	\$ 57.46			\$ 57.46
Customer Charge per Month per Meter	\$ 59.57			\$ 59.57	\$ 59.57			\$ 59.57
Size of the first block								
100 therms	\$ 0.2920	\$ 0.9492	\$ 0.0555	\$ 1.2967	100 therms	\$ 0.2920	\$ 0.0555	\$ 1.6140
Therms in the first block per month at	\$ -0.2830	\$ -1.2816	\$ -0.0555	\$ -1.6210	\$ -0.2830	\$ -1.2665	\$ -0.0555	\$ -1.6050
All therms over the first block per month at	\$ 0.1934	\$ 0.9492	\$ 0.0555	\$ 1.1981	\$ 0.1934	\$ 1.2665	\$ 0.0555	\$ 1.5154
	\$ -0.1846	\$ -1.2816	\$ -0.0555	\$ -1.5217	\$ -0.1846	\$ -1.2665	\$ -0.0555	\$ -1.5066
Commercial/Industrial - G-52	\$ 172.30			\$ 172.30	\$ 172.30			\$ 172.30
Customer Charge per Month per Meter	\$ 178.49			\$ 178.49	\$ 178.49			\$ 178.49
Size of the first block								
1000 therms	\$ 0.2515	\$ 0.9492	\$ 0.0555	\$ 1.2562	1000 therms	\$ 0.1846	\$ 0.0555	\$ 1.5066
Therms in the first block per month at	\$ -0.2430	\$ -1.2816	\$ -0.0555	\$ -1.5810	\$ -0.1767	\$ -1.2665	\$ -0.0555	\$ -1.4087
All therms over the first block per month at	\$ 0.1704	\$ 0.9492	\$ 0.0555	\$ 1.1751	\$ 0.1087	\$ 1.2665	\$ 0.0555	\$ 1.4307
	\$ -0.1624	\$ -1.2816	\$ -0.0555	\$ -1.4095	\$ -0.1004	\$ -1.2665	\$ -0.0555	\$ -1.4224
Commercial/Industrial - G-53	\$ 781.30			\$ 781.30	\$ 781.30			\$ 781.30
Customer Charge per Month per Meter	\$ 788.87			\$ 788.87	\$ 788.87			\$ 788.87
All therms over the first block per month at	\$ 0.1758	\$ 0.9492	\$ 0.0555	\$ 1.1805	\$ 0.0875	\$ 1.2665	\$ 0.0555	\$ 1.4095
	\$ -0.1706	\$ -1.2816	\$ -0.0555	\$ -1.5076	\$ -0.0818	\$ -1.2665	\$ -0.0555	\$ -1.4038
Commercial/Industrial - G-54	\$ 781.30			\$ 781.30	\$ 781.30			\$ 781.30
Customer Charge per Month per Meter	\$ 788.87			\$ 788.87	\$ 788.87			\$ 788.87
All therms over the first block per month at	\$ 0.0670	\$ 0.9492	\$ 0.0555	\$ 1.0717	\$ 0.0374	\$ 1.2665	\$ 0.0555	\$ 1.3594
	\$ -0.0650	\$ -1.2816	\$ -0.0555	\$ -1.4021	\$ -0.0353	\$ -1.2665	\$ -0.0555	\$ -1.3573

DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

TITLE: President

Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105

ISSUED: May 24, 2021

ISSUED BY: /s/Susan L. Fleek

EFFECTIVE: June 01, 2021

TITLE: President

Authorized by NHPUC Order 26,475 dated April 30, 2021 in Docket No. 21-050

NHPUC NO. ~~10-11~~ GAS
LIBERTY UTILITIES

~~Thirty-second Original Revised Page 8588~~
~~Superseding Thirty-first Revised Page 85~~
Firm Rate Schedule

	Rates Effective April 1, 2021 - April 30, 2021				Rates Effective June 1, 2021 - October 31, 2021			
	Winter Period				Summer Period			
	Delivery Charge	Cost of Gas Rate Page 93	LDAC Page 97	Total Rate	Delivery Charge	Cost of Gas Rate Page 90	LDAC Page 97	Total Rate
<u>Residential Non Heating - R-1</u>								
Customer Charge per Month per Meter	\$ 15.50			\$15.50	\$15.50			\$15.50
All therms	\$ 0.3860	\$1.2816	\$ 0.0589	\$1.7265	\$0.3860	\$1.2665	\$0.0589	\$1.7114
<u>Residential Heating - R-3</u>								
Customer Charge per Month per Meter	\$ 15.50			\$15.50	\$15.50			\$15.50
All therms	\$ 0.5678	\$ 1.2816	\$ 0.0589	\$1.9083	\$0.5678	\$1.2665	\$0.0589	\$1.8932
<u>Residential Heating - R-4</u>								
Customer Charge per Month per Meter	\$ 8.53			\$ 8.53	\$15.50			\$15.50
All therms	\$ 0.3123	\$ 0.7048	\$ 0.0589	\$1.0760	\$0.5678	\$1.2665	\$0.0589	\$1.8932
<u>Commercial/Industrial - G-41</u>								
Customer Charge per Month per Meter	\$57.46			\$57.46	\$57.46			\$57.46
Size of the first block	100 therms				20 therms			
Therms in the first block per month at	\$0.4711	\$1.2816	\$0.0555	\$1.8082	\$0.4711	\$1.2665	\$0.0555	\$1.7931
All therms over the first block per month at	\$0.3165	\$1.2816	\$0.0555	\$1.6536	\$0.3165	\$1.2665	\$0.0555	\$1.6385
<u>Commercial/Industrial - G-42</u>								
Customer Charge per Month per Meter	\$172.39			\$172.39	\$172.39			\$172.39
Size of the first block	1000 therms				400 therms			
Therms in the first block per month at	\$0.4284	\$1.2816	\$0.0555	\$1.7655	\$0.4284	\$1.2665	\$0.0555	\$1.7504
All therms over the first block per month at	\$0.2855	\$1.2816	\$0.0555	\$1.6226	\$0.2855	\$1.2665	\$0.0555	\$1.6075
<u>Commercial/Industrial - G-43</u>								
Customer Charge per Month per Meter	\$739.83			\$739.83	\$739.83			\$739.83
All therms over the first block per month at	\$0.2633	\$1.2816	\$0.0555	\$1.6004	\$0.1204	\$1.2665	\$0.0555	\$1.4424
<u>Commercial/Industrial - G-51</u>								
Customer Charge per Month per Meter	\$57.46			\$57.46	\$57.46			\$57.46
Size of the first block	100 therms				100 therms			
Therms in the first block per month at	\$0.2839	\$1.2816	\$0.0555	\$1.6210	\$0.2839	\$1.2665	\$0.0555	\$1.6059
All therms over the first block per month at	\$0.1846	\$1.2816	\$0.0555	\$1.5217	\$0.1846	\$1.2665	\$0.0555	\$1.5066
<u>Commercial/Industrial - G-52</u>								
Customer Charge per Month per Meter	\$172.39			\$172.39	\$172.39			\$172.39
Size of the first block	1000 therms				1000 therms			
Therms in the first block per month at	\$0.2439	\$1.2816	\$0.0555	\$1.5810	\$0.1767	\$1.2665	\$0.0555	\$1.4987
All therms over the first block per month at	\$0.1624	\$1.2816	\$0.0555	\$1.4995	\$0.1004	\$1.2665	\$0.0555	\$1.4224
<u>Commercial/Industrial - G-53</u>								
Customer Charge per Month per Meter	\$761.39			\$761.39	\$761.39			\$761.39
All therms over the first block per month at	\$0.1705	\$1.2816	\$0.0555	\$1.5076	\$0.0818	\$1.2665	\$0.0555	\$1.4038
<u>Commercial/Industrial - G-54</u>								
Customer Charge per Month per Meter	\$761.39			\$761.39	\$761.39			\$761.39
All therms over the first block per month at	\$0.0650	\$1.2816	\$0.0555	\$1.4021	\$0.0353	\$1.2665	\$0.0555	\$1.3573

DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

TITLE: President

Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105

ISSUED: May 24, 2021

ISSUED BY: /s/Susan L. Fleek

EFFECTIVE: June 01, 2021

TITLE: President

Authorized by NHPUC Order 26,475 dated April 30, 2021 in Docket No. 21-050

NHPUC NO. ~~10-11~~ GAS
LIBERTY UTILITIES

~~Thirty-first Revised~~Original Page ~~868~~89
~~Superseding Thirtieth Revised~~ Page ~~86~~
Firm Rate Schedule

**24 FIRM RATE SCHEDULES - MANAGED EXPANSION PROGRAM-EXCLUDING
KEENE CUSTOMERS**

DATED: XXX XX, 2021 ISSUED BY: /s/Neil Proudman
Neil Proudman
EFFECTIVE: August 1, 2021 TITLE: President
Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105
ISSUED: April 23, 2021 ISSUED BY: /s/Susan L. Fleek
Susan L. Fleek
EFFECTIVE: May 01, 2021 TITLE: President

~~Authorized by NHPUC Order No. 26,419 dated October 30, 2020, in Docket No. DG 20-141~~

NHPUC NO. ~~10-11~~ GAS
LIBERTY UTILITIES

~~Thirty-first Revised Original Page 8689~~
~~Superseding Thirtieth Revised Page 86~~
Firm Rate Schedule

Rates Effective March 1, 2021 – April 30, 2021 Rates effective November 01, 2021 - April 30, 2022 Winter Period				Rates Effective June 1, 2021 – October 31, 2021 Rates Effective August 1, 2021 - October 31, 2021 Summer Period			
Delivery Charge	Cost of Gas Rate Page 96	LDAC Page 102	Total Rate	Delivery Charge	Cost of Gas Rate Page 93	LDAC Page 102	Total Rate
Residential Non Heating - R-5							
Customer Charge per Month per Meter	\$ 20.01		\$ 20.01	\$ 20.01			\$ 20.01
All Therms	\$ 0.5666	\$ 0.6050	\$ 1.2305	\$ 0.5666	\$ 0.3935	\$ 0.0589	\$ 1.0190
	\$ 0.5018	\$ 0.6050	\$ 1.1657	\$ 0.5018	\$ 0.3035	\$ 0.0589	\$ 0.9542
Residential Heating - R-6							
Customer Charge per Month per Meter	\$ 20.01		\$ 20.01	\$ 20.01			\$ 20.01
Size of the first block	all therms			all therms			
Therms in the first block per month at	\$ 0.7780	\$ 0.6050	\$ 1.4419	\$ 0.7780	\$ 0.3935	\$ 0.0589	\$ 1.2304
	\$ 0.7384	\$ 0.6050	\$ 1.4020	\$ 0.7384	\$ 0.3035	\$ 0.0589	\$ 1.1006
Residential Heating - R-7							
Customer Charge per Month per Meter	\$ 11.01		\$ 11.01	\$ 20.15			\$ 20.15
Size of the first block	all therms			all therms			
Therms in the first block per month at	\$ 0.4279	\$ 0.6050	\$ 1.0918	\$ 0.7780	\$ 0.3935	\$ 0.0589	\$ 1.2304
	\$ 0.4060	\$ 0.3328	\$ 0.7977	\$ 0.7384	\$ 0.3035	\$ 0.0589	\$ 1.1006
Commercial/Industrial - G-44							
Customer Charge per Month per Meter	\$ 77.41		\$ 77.41	\$ 74.69			\$ 74.69
Size of the first block	100 therms			20 therms			
Therms in the first block per month at	\$ 0.6302	\$ 0.6031	\$ 1.2888	\$ 0.6302	\$ 0.3886	\$ 0.0555	\$ 1.0743
	\$ 0.6426	\$ 0.6031	\$ 1.2742	\$ 0.6426	\$ 0.3886	\$ 0.0555	\$ 1.0662
All therms over the first block per month at	\$ 0.4302	\$ 0.6031	\$ 1.0888	\$ 0.4302	\$ 0.3886	\$ 0.0555	\$ 0.8743
	\$ 0.4114	\$ 0.6031	\$ 1.0700	\$ 0.4114	\$ 0.3886	\$ 0.0555	\$ 0.8566
Commercial/Industrial - G-45							
Customer Charge per Month per Meter	\$ 232.19		\$ 232.19	\$ 224.11			\$ 224.11
Size of the first block	1000 therms			400 therms			
Therms in the first block per month at	\$ 0.5732	\$ 0.6031	\$ 1.2318	\$ 0.5732	\$ 0.3886	\$ 0.0555	\$ 1.0173
	\$ 0.5560	\$ 0.6031	\$ 1.2155	\$ 0.5560	\$ 0.3886	\$ 0.0555	\$ 1.0010
All therms over the first block per month at	\$ 0.3884	\$ 0.6031	\$ 1.0470	\$ 0.3884	\$ 0.3886	\$ 0.0555	\$ 0.8325
	\$ 0.3714	\$ 0.6031	\$ 1.0207	\$ 0.3714	\$ 0.3886	\$ 0.0555	\$ 0.8152
Commercial/Industrial - G-46							
Customer Charge per Month per Meter	\$ 995.16		\$ 995.16	\$ 961.78			\$ 961.78
All therms over the first block per month at	\$ 0.3532	\$ 0.6031	\$ 1.0118	\$ 0.1684	\$ 0.3886	\$ 0.0555	\$ 0.6125
	\$ 0.3423	\$ 0.6031	\$ 1.0009	\$ 0.1565	\$ 0.3886	\$ 0.0555	\$ 0.6006
Commercial/Industrial - G-55							
Customer Charge per Month per Meter	\$ 77.41		\$ 77.41	\$ 74.69			\$ 74.69
Size of the first block	100 therms			100 therms			
Therms in the first block per month at	\$ 0.3796	\$ 0.6139	\$ 1.0490	\$ 0.3796	\$ 0.3999	\$ 0.0555	\$ 0.8350
	\$ 0.3691	\$ 0.6139	\$ 1.0385	\$ 0.3691	\$ 0.3999	\$ 0.0555	\$ 0.8245
All therms over the first block per month at	\$ 0.2514	\$ 0.6139	\$ 0.9208	\$ 0.2514	\$ 0.3999	\$ 0.0555	\$ 0.7068
	\$ 0.2400	\$ 0.6139	\$ 0.9094	\$ 0.2400	\$ 0.3999	\$ 0.0555	\$ 0.6954
Commercial/Industrial - G-56							
Customer Charge per Month per Meter	\$ 232.04		\$ 232.04	\$ 224.11			\$ 224.11
Size of the first block	1000 therms			1000 therms			
Therms in the first block per month at	\$ 0.3270	\$ 0.6139	\$ 0.9964	\$ 0.2400	\$ 0.3999	\$ 0.0555	\$ 0.6954
	\$ 0.3174	\$ 0.6139	\$ 0.9865	\$ 0.2297	\$ 0.3999	\$ 0.0555	\$ 0.6851
All therms over the first block per month at	\$ 0.2215	\$ 0.6139	\$ 0.8909	\$ 0.1413	\$ 0.3999	\$ 0.0555	\$ 0.5967
	\$ 0.2114	\$ 0.6139	\$ 0.8805	\$ 0.1304	\$ 0.3999	\$ 0.0555	\$ 0.5859
Commercial/Industrial - G-57							
Customer Charge per Month per Meter	\$ 1,025.53		\$ 1,025.53	\$ 989.80			\$ 989.80
All therms over the first block per month at	\$ 0.2286	\$ 0.6139	\$ 0.8980	\$ 0.1138	\$ 0.3999	\$ 0.0555	\$ 0.5692
	\$ 0.2216	\$ 0.6139	\$ 0.8910	\$ 0.1063	\$ 0.3999	\$ 0.0555	\$ 0.5617
Commercial/Industrial - G-58							
Customer Charge per Month per Meter	\$ 1,025.53		\$ 1,025.53	\$ 989.80			\$ 989.80
All therms over the first block per month at	\$ 0.0871	\$ 0.6139	\$ 0.7565	\$ 0.0487	\$ 0.3999	\$ 0.0555	\$ 0.5041
	\$ 0.0846	\$ 0.6139	\$ 0.7540	\$ 0.0450	\$ 0.3999	\$ 0.0555	\$ 0.5013

DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

TITLE: President

Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105

ISSUED: April 23, 2021

ISSUED BY: /s/Susan L. Fleek

EFFECTIVE: May 01, 2021

TITLE: President

Authorized by NHPUC Order No. 26,419 dated October 30, 2020, in Docket No. DG 20-141

NHPUC NO. ~~10-11~~ GAS
LIBERTY UTILITIES

~~Thirty-first Revised Original Page 8689~~
~~Superseding Thirtieth Revised Page 86~~
Firm Rate Schedule

	Rates effective March 1, 2021 - April 30, 2021 Winter Period				Rates Effective May 1, 2021 - October 31, 2021 Summer Period			
	Delivery Charge	Cost of Gas Rate Page 92	LDAC Page 97	Total Rate	Delivery Charge	Cost of Gas Rate Page 89	LDAC Page 97	Total Rate
Residential Non Heating - R-5								
Customer Charge per Month per Meter	\$ 20.15			\$ 20.15	\$ 20.15			\$ 20.15
All therms	\$ 0.5018	\$ 0.6050	\$ 0.0589	\$ 1.1657	\$ 0.5018	\$ 0.3935	\$ 0.0589	\$ 0.9542
Residential Heating - R-6								
Customer Charge per Month per Meter	\$ 20.15			\$ 20.15	\$ 20.15			\$ 20.15
All therms	\$ 0.7381	\$ 0.6050	\$ 0.0589	\$ 1.4020	\$ 0.7381	\$ 0.3935	\$ 0.0589	\$ 1.1905
Residential Heating - R-7								
Customer Charge per Month per Meter	\$ 11.08			\$ 11.08	\$ 20.15			\$ 20.15
All therms	\$ 0.4060	\$ 0.3328	\$ 0.0589	\$ 0.7977	\$ 0.7381	\$ 0.3935	\$ 0.0589	\$ 1.1905
Commercial/Industrial - G-44								
Customer Charge per Month per Meter	\$ 74.69			\$ 74.69	\$ 74.69			\$ 74.6886
Size of the first block	100 therms				20 therms			
Therms in the first block per month at	\$ 0.6126	\$ 0.6031	\$ 0.0555	\$ 1.2712	\$ 0.6126	\$ 0.3886	\$ 0.0555	\$ 1.0567
All therms over the first block per month at	\$ 0.4114	\$ 0.6031	\$ 0.0555	\$ 1.0700	\$ 0.4114	\$ 0.3886	\$ 0.0555	\$ 0.8555
Commercial/Industrial - G-45								
Customer Charge per Month per Meter	\$ 224.11			\$ 224.11	\$ 224.11			\$ 224.11
Size of the first block	1000 therms				400 therms			
Therms in the first block per month at	\$ 0.5569	\$ 0.6031	\$ 0.0555	\$ 1.2155	\$ 0.5569	\$ 0.3886	\$ 0.0555	\$ 1.0010
All therms over the first block per month at	\$ 0.3711	\$ 0.6031	\$ 0.0555	\$ 1.0297	\$ 0.3711	\$ 0.3886	\$ 0.0555	\$ 0.8152
Commercial/Industrial - G-46								
Customer Charge per Month per Meter	\$ 961.78			\$ 961.78	\$ 961.78			\$ 961.78
All therms over the first block per month at	\$ 0.3423	\$ 0.6031	\$ 0.0555	\$ 1.0009	\$ 0.1565	\$ 0.3886	\$ 0.0555	\$ 0.6006
Commercial/Industrial - G-55								
Customer Charge per Month per Meter	\$ 74.69			\$ 74.69	\$ 74.69			\$ 74.69
Size of the first block	100 therms				100 therms			
Therms in the first block per month at	\$ 0.3691	\$ 0.6139	\$ 0.0555	\$ 1.0385	\$ 0.3691	\$ 0.3999	\$ 0.0555	\$ 0.8245
All therms over the first block per month at	\$ 0.2400	\$ 0.6139	\$ 0.0555	\$ 0.9094	\$ 0.2400	\$ 0.3999	\$ 0.0555	\$ 0.6954
Commercial/Industrial - G-56								
Customer Charge per Month per Meter	\$ 224.11			\$ 224.11	\$ 224.11			\$ 224.11
Size of the first block	1000 therms				1000 therms			
Therms in the first block per month at	\$ 0.3171	\$ 0.6139	\$ 0.0555	\$ 0.9865	\$ 0.2297	\$ 0.3999	\$ 0.0555	\$ 0.6851
All therms over the first block per month at	\$ 0.2111	\$ 0.6139	\$ 0.0555	\$ 0.8805	\$ 0.1304	\$ 0.3999	\$ 0.0555	\$ 0.5858
Commercial/Industrial - G-57								
Customer Charge per Month per Meter	\$ 989.80			\$ 989.80	\$ 989.80			\$ 989.80
All therms over the first block per month at	\$ 0.2216	\$ 0.6139	\$ 0.0555	\$ 0.8910	\$ 0.1063	\$ 0.3999	\$ 0.0555	\$ 0.5617
Commercial/Industrial - G-58								
Customer Charge per Month per Meter	\$ 989.80			\$ 989.80	\$ 989.80			\$ 989.80
All therms over the first block per month at	\$ 0.0846	\$ 0.6139	\$ 0.0555	\$ 0.7540	\$ 0.0459	\$ 0.3999	\$ 0.0555	\$ 0.5013

DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

TITLE: President

Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105

ISSUED: April 23, 2021

ISSUED BY: /s/Susan L. Fleek

EFFECTIVE: May 01, 2021

TITLE: President

Authorized by NHPUC Order No. 26,419 dated October 30, 2020, in Docket No. DG 20-141

NHPUC NO. 11 GAS
LIBERTY UTILITIES

Original Page 90
Firm Rate Schedule
Firm Rate Schedule

25 FIRM RATE SCHEDULES – OUTDOOR GAS LIGHTING

Outdoor Gas Lighting	
Per Light Per Month	\$12.81

DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman
Neil Proudman
TITLE: President

EFFECTIVE: August 1, 2021

Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105

NHPUC NO. 11 GAS
LIBERTY UTILITIES

Original Page 91
Summer Cost of Gas

26 ANTICIPATED SUMMER PERIOD COST OF GAS EXCLUDING KEENE CUSTOMERS OR GAS LIGHTING

Anticipated Cost of Gas

PERIOD COVERED: SUMMER PERIOD, MAY 1, 2021 THROUGH OCTOBER 31, 2021
(REFER TO TEXT IN SECTION 16 COST OF GAS CLAUSE)

(Col 1)	(Col 2)	(Col 3)
<u>ANTICIPATED DIRECT COST OF GAS</u>		
Purchased Gas:		
Demand Costs:	\$ 2,868,280	
Supply Costs:	4,387,278	
Storage Gas:		
Demand, Capacity:	\$ -	
Commodity Costs:	-	
Produced Gas:	\$ 29,014	
Hedged Contract (Savings)/Loss	<u>\$ -</u>	
Unadjusted Anticipated Cost of Gas		\$ 7,284,571
Adjustments:		
Prior Period (Over)/Under Recovery (as of April 30, 2019)	\$ 105,886	
Interest	(3,492)	
Prior Period Adjustments	-	
Broker Revenues	-	
Refunds from Suppliers	-	
Fuel Financing	-	
Transportation CGA Revenues	-	
Interruptible Sales Margin	-	
Capacity Release Margin	-	
Hedging Costs	-	
Fixed Price Option Administrative Costs	-	
Total Adjustments		<u>102,394</u>
Total Anticipated Direct Cost of Gas		\$ 7,386,965
Anticipated Indirect Cost of Gas		
Working Capital:		
Total Unadjusted Anticipated Cost of Gas 05/01/19 - 10/31/19)	\$ 7,284,571	
Working Capital Rate - Lead Lag Days / 365	0.0391	
Prime Rate	3.25%	
Working Capital Percentage	0.127%	
Working Capital	\$ 9,258	
Plus: Working Capital Reconciliation (Acct 1163-1424)	<u>(13,709)</u>	
Total Working Capital Allowance		\$ (4,451)
Bad Debt:		
Total Unadjusted Anticipated Cost of Gas 05/01/19 - 10/31/19)	\$ 7,284,571	
Less: Refunds	-	
Plus: Total Working Capital	(4,451)	
Plus: Prior Period (Over)/Under Recovery	<u>105,886</u>	
Subtotal	\$ 7,386,006	
Bad Debt Percentage	<u>1.11%</u>	
Bad Debt Allowance	\$ 81,985	
Plus: Bad Debt Reconciliation (Acct 1163-1754)	<u>(326,326)</u>	
Total Bad Debt Allowance		(244,341)
Production and Storage Capacity		-
Miscellaneous Overhead (05/01/19 - 10/31/19)	\$ 13,170	
Times Summer Sales	22,004	
Divided by Total Sales	<u>111,369</u>	
Miscellaneous Overhead		<u>2,602</u>
Total Anticipated Indirect Cost of Gas		\$ (246,190)
Total Cost of Gas		\$ 7,140,775

DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman
President

Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105

NHPUC NO. ~~10-11~~ GAS
LIBERTY UTILITIES

~~Fifteenth Revised~~Original Page ~~8992~~
~~Superseding Fourteenth Revised~~ Page 89
Summer Cost of Gas

27 CALCULATION OF FIRM SALES SUMMER PERIOD COST OF GAS RATE EXCLUDING KEENE CUSTOMERS

CALCULATION OF FIRM SALES COST OF GAS RATE
PERIOD COVERED: SUMMER PERIOD, MAY 1, 2021 THROUGH OCTOBER 31, 2021
(Refer to Text in Section 16 Cost of Gas Clause)

(Col 1)	(Col 2)	(Col 3)
Total Anticipated Direct Cost of Gas	\$ 7,386,966	
Projected Prorated Sales (05/01/20 - 10/31/20)	22,681,422	
Direct Cost of Gas Rate		\$ 0.3257 per therm
Demand Cost of Gas Rate	\$ 2,868,280	\$ 0.1265 per therm
Commodity Cost of Gas Rate	4,416,292	\$ 0.1947 per therm
Adjustment Cost of Gas Rate	102,394	\$ 0.0045 per therm
Total Direct Cost of Gas Rate	\$ 7,386,966	\$ 0.3257 per therm
Total Anticipated Indirect Cost of Gas	\$ (246,190)	
Projected Prorated Sales (05/01/20 - 10/31/20)	22,681,422	
Indirect Cost of Gas		\$ (0.0109) per therm
TOTAL PERIOD AVERAGE COST OF GAS EFFECTIVE 05/01/21		\$ 0.3148 per therm
RESIDENTIAL COST OF GAS RATE - 05/01/2021 Approved in Order No 26,419 in DG 20-141	COGsr	\$ 0.3148 /therm
Change in rate due to change in under/over recovery		\$ 0.0787
RESIDENTIAL COST OF GAS RATE - 05/01/2021	COGsr	\$ 0.3935 /therm
Change in rate due to change in under/over recovery		\$ -
RESIDENTIAL COST OF GAS RATE - 06/01/2021	COGsr	\$ 0.3935 /therm
Change in rate due to change in under/over recovery		\$ -
RESIDENTIAL COST OF GAS RATE - 07/01/2021	COGsr	\$ 0.3935 /therm
Change in rate due to change in under/over recovery		\$ -
RESIDENTIAL COST OF GAS RATE - 08/01/2021	COGsr	\$ 0.3935 /therm
Change in rate due to change in under/over recovery		\$ -
RESIDENTIAL COST OF GAS RATE - 09/01/2021	COGsr	\$ 0.3935 /therm
Change in rate due to change in under/over recovery		\$ -
RESIDENTIAL COST OF GAS RATE - 10/01/2021	COGsr	\$ 0.3935 /therm
Maximum (COG + 25%)		\$ 0.3935
COM/IND LOW WINTER USE COST OF GAS RATE - 05/01/2021 Approved in Order No 26,419 in DG 20-141	COGsl	\$ 0.3199 /therm
Change in rate due to change in under/over recovery		\$ 0.0800
COM/IND LOW WINTER USE COST OF GAS RATE - 05/01/2021	COGsl	\$ 0.3999 /therm
Change in rate due to change in under/over recovery		\$ -
COM/IND LOW WINTER USE COST OF GAS RATE - 06/01/2021	COGsl	\$ 0.3999 /therm
Change in rate due to change in under/over recovery		\$ -
COM/IND LOW WINTER USE COST OF GAS RATE - 07/01/2021	COGsl	\$ 0.3999 /therm
Change in rate due to change in under/over recovery		\$ -
COM/IND LOW WINTER USE COST OF GAS RATE - 08/01/2021	COGsl	\$ 0.3999 /therm
Change in rate due to change in under/over recovery		\$ -
COM/IND LOW WINTER USE COST OF GAS RATE - 09/01/2021	COGsl	\$ 0.3999 /therm
Change in rate due to change in under/over recovery		\$ -
COM/IND LOW WINTER USE COST OF GAS RATE - 10/01/2021	COGsl	\$ 0.3999 /therm
Average Demand Cost of Gas Rate Effective 05/01/20		\$ 0.1265
Times: Low Winter Use Ratio (Summer)	1.0620	Maximum (COG + 25%) \$ 0.3999
Times: Correction Factor	0.9798	
Adjusted Demand Cost of Gas Rate	\$ 0.1316	
Commodity Cost of Gas Rate		\$ 0.1947
Adjustment Cost of Gas Rate		0.0045
Indirect Cost of Gas Rate		(0.0109)
Adjusted Com/Ind Low Winter Use Cost of Gas Rate		\$ 0.3199
COM/IND HIGH WINTER USE COST OF GAS RATE - 05/01/2021	COGsh	\$ 0.3109 /therm
Change in rate due to change in under/over recovery		\$ 0.0777
COM/IND HIGH WINTER USE COST OF GAS RATE - 05/01/2021	COGsh	\$ 0.3886 /therm
Change in rate due to change in under/over recovery		\$ -
COM/IND HIGH WINTER USE COST OF GAS RATE - 06/01/2021	COGsh	\$ 0.3886 /therm
Change in rate due to change in under/over recovery		\$ -
COM/IND HIGH WINTER USE COST OF GAS RATE - 07/01/2021	COGsh	\$ 0.3886 /therm
Change in rate due to change in under/over recovery		\$ -
COM/IND HIGH WINTER USE COST OF GAS RATE - 08/01/2021	COGsh	\$ 0.3886 /therm
Change in rate due to change in under/over recovery		\$ -
COM/IND HIGH WINTER USE COST OF GAS RATE - 09/01/2021	COGsh	\$ 0.3886 /therm
Change in rate due to change in under/over recovery		\$ -
COM/IND HIGH WINTER USE COST OF GAS RATE - 10/01/2021	COGsh	\$ 0.3886 /therm
Average Demand Cost of Gas Rate Effective 05/01/20		\$ 0.1265
Times: High Winter Use Ratio (Summer)	0.9890	Maximum (COG + 25%) \$ 0.3886
Times: Correction Factor	0.9798	
Adjusted Demand Cost of Gas Rate	\$ 0.1226	
Commodity Cost of Gas Rate		\$ 0.1947
Adjustment Cost of Gas Rate		0.0045
Indirect Cost of Gas Rate		(0.0109)
Adjusted Com/Ind High Winter Use Cost of Gas Rate		\$ 0.3109

DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

TITLE: President

ISSUED: April 23, 2021

ISSUED BY: /s/Susan L. Fleek

EFFECTIVE: May 01, 2021

TITLE: President

Authorized by NHPUC Order No. 26,419 dated October 30, 2020, in Docket No. DG 20-141

NHPUC NO. ~~10-11~~ GAS
LIBERTY UTILITIES

~~Fifteenth Revised~~Original Page ~~899~~2
~~Superseding Fourteenth Revised~~ Page 89
Summer Cost of Gas

DATED: XXX XX, 2021 ISSUED BY: /s/Neil Proudman
Neil Proudman
EFFECTIVE: August 1, 2021 TITLE: President
Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105
ISSUED: April 23, 2021 ISSUED BY: /s/Susan L. Fleek
Susan L. Fleek
EFFECTIVE: May 01, 2021 TITLE: President

NHPUC NO. ~~10~~11 GAS
LIBERTY UTILITIES

~~Sixteenth Revised~~Original Page 9093
~~Superseding Fifteenth Revised~~ Page 90

Summer Cost of Gas

28 CALCULATION OF SUMMER PERIOD COST OF GAS RATE – KEENE CUSTOMERS

DATED:	XXX XX, 2021	ISSUED BY:	/s/Neil Proudman Neil Proudman
EFFECTIVE:	August 1, 2021	TITLE:	President
ISSUED:	Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105 June 24, 2021	ISSUED BY:	/s/Susan L. Fleck Susan L. Fleck
EFFECTIVE:	July 01, 2021	TITLE:	President

~~Authorized by NHPUC Order 26,475 dated April 30, 2021 in Docket No. 21-050~~

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NHPUC NO. ~~10-11~~ GAS
LIBERTY UTILITIES

~~Sixteenth Revised Original~~ Page 9093
~~Superseding Fifteenth Revised Page 90~~

Summer Cost of Gas

Period Covered: Summer Period May 1, 2021, through October 31, 2021

Projected Gas Sales - therms 311,740

Total Anticipated Cost of Sendout \$391,714

Add: Prior Period Deficiency Uncollected \$0
Interest \$0

Deduct: Prior Period Excess Collected (\$23,223)
Interest \$18

Prior Period Adjustments and Interest (\$23,205)

Total Anticipated Cost \$368,509

Cost of Gas Rate - Beginning Period (per therm) \$1.1821

Mid Period Adjustment - June 1, 2021 \$0.0844

Mid Period Adjustment - July 1, 2021 \$0.2015

Mid Period Adjustment - August 1, 2021

Mid Period Adjustment - September 1, 2021

Mid Period Adjustment - October 1, 2021

Revised Cost of Gas Rate - Effective July 1, 2021 (per therm) \$1.4680

Pursuant to tariff section 17(d), the Company may adjust the approved
cost of gas rate upward on a monthly basis to the following rate:

Maximum Cost of Gas Rate (per therm) \$1.4776

DATED: XXX XX, 2021 ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021 TITLE: Neil Proudman
President

ISSUED: June 24, 2021 AUTHORIZED BY: /s/Susan L. Fleck
Susan L. Fleck

EFFECTIVE: July 01, 2021 TITLE: President

Authorized by NHPUC Order 26,475 dated April 30, 2021 in Docket No. 21-050

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4.75" + 4.94"

NHPUC NO. ~~10-11~~ GAS
LIBERTY UTILITIES

~~Sixteenth Revised Original~~ Page 9093
~~Superseding Fifteenth Revised Page 90~~

Summer Cost of Gas

Period Covered: Summer Period May 1, 2021, through October 31, 2021

Projected Gas Sales - therms 311,740

Total Anticipated Cost of Sendout \$391,714

Add: Prior Period Deficiency Uncollected \$0
Interest \$0

Deduct: Prior Period Excess Collected (\$23,223)
Interest \$18

Prior Period Adjustments and Interest (\$23,205)

Total Anticipated Cost \$368,509

Cost of Gas Rate - Beginning Period (per therm) \$1.1821

Mid Period Adjustment - June 1, 2021 \$0.0844

Mid Period Adjustment - July 1, 2021

Mid Period Adjustment - August 1, 2021

Mid Period Adjustment - September 1, 2021

Mid Period Adjustment - October 1, 2021

Revised Cost of Gas Rate - Effective June 1, 2021 (per therm) \$1.2665

Pursuant to tariff section 17(d), the Company may adjust the approved
cost of gas rate upward on a monthly basis to the following rate:

Maximum Cost of Gas Rate (per therm) \$1.4776

DATED: XXX XX, 2021 ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021 TITLE: Neil Proudman
President

ISSUED: June 24, 2021 AUTHORIZED BY: /s/Susan L. Fleek
Susan L. Fleek

EFFECTIVE: July 01, 2021 TITLE: President

Authorized by NHPUC Order 26,475 dated April 30, 2021 in Docket No. 21-050

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4.75" + 4.94"

NHPUC NO. 11 GAS
LIBERTY UTILITIES

Original Page 94
Winter Cost of Gas

29 CALCULATION OF FIXED WINTER PERIOD COST OF GAS RATE EXCLUDING KEENE CUSTOMERS

II. RATE SCHEDULES			
CALCULATION OF FIXED WINTER PERIOD COST OF GAS RATE			
PERIOD COVERED: WINTER PERIOD, NOVEMBER 1, 2020 THROUGH APRIL 30, 2021			
(Refer to Text in Section 17(A) Fixed Price Option Program)			
(Col 1)	(Col 2)	(Col 3)	
1 Total Anticipated Direct Cost of Gas	\$46,922,854		
2 Projected Prorated Sales (11/01/20 - 04/30/21)	88,213,529		
3 Direct Cost of Gas Rate		\$ 0.5319	per therm
4 Demand Cost of Gas Rate	\$12,978,688	\$ 0.1471	per therm
5 Commodity Cost of Gas Rate	32,931,719	\$ 0.3733	per therm
6 Adjustment Cost of Gas Rate	1,012,447	\$ 0.0115	per therm
7 Total Direct Cost of Gas Rate	\$46,922,854	\$ 0.5319	per therm
8 Total Anticipated Indirect Cost of Gas	\$ 2,220,114		
9 Projected Prorated Sales (11/01/20 - 04/30/21)	88,213,529		
10 Indirect Cost of Gas		\$ 0.0252	per therm
11 TOTAL PERIOD AVERAGE COST OF GAS EFFECTIVE (11/01/19)		\$ 0.5571	
12 <u>Calculation of FPO Excluding Low Income - Rate Code R-3</u>			
13 TOTAL PERIOD AVERAGE COST OF GAS EFFECTIVE (11/01/19)		\$ 0.5571	
14 FPO Risk Premium		\$ 0.0200	
15 TOTAL PERIOD FIXED PRICE OPTION COST OF GAS RATE EFFECTIVE (11/01/19)		\$ 0.5771	
16 RESIDENTIAL COST OF GAS RATE - EXCLUDING LOW INCOME - (R-3) 11/01/20	COGwr	\$ 0.5771	/therm
17 <u>Calculation of FPO for Gas Assistance Program - Rate Code R-4</u>			
18 TOTAL PERIOD AVERAGE COST OF GAS EFFECTIVE (11/01/20) FPO (Line 13 * 0.55)		\$ 0.3064	
19 FPO Risk Premium (Line 14 * 0.55)		\$ 0.0110	
20 TOTAL PERIOD FIXED PRICE OPTION COST OF GAS RATE EFFECTIVE (11/01/19) (Line 15 * 0.55)		\$ 0.3174	
21 RESIDENTIAL COST OF GAS RATE - LOW INCOME - (R-4) 11/01/20	COGwr	\$ 0.3174	/therm

DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman
President

Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105

NHPUC NO. 11 GAS
LIBERTY UTILITIES

Original Page 95
Winter Cost of Gas

30 CALCULATION OF FIRM SALES WINTER PERIOD COST OF GAS RATE - EXCLUDING KEENE CUSTOMERS

CALCULATION OF FIRM SALES COST OF GAS RATE			
PERIOD COVERED: WINTER PERIOD, NOVEMBER 1, 2020 THROUGH APRIL 30, 2021			
(Refer to Text in Section 16 Cost of Gas Clause)			
(Col 1)	(Col 2)	(Col 3)	
Total Anticipated Direct Cost of Gas	\$ 46,922,854		
Projected Prorated Sales (11/01/2020 - 04/30/21)	88,213,529		
Direct Cost of Gas Rate		\$ 0.5319	per therm
Demand Cost of Gas Rate	\$ 12,978,688	\$ 0.1471	per therm
Commodity Cost of Gas Rate	32,931,719	\$ 0.3733	per therm
Adjustment Cost of Gas Rate	1,012,447	\$ 0.0115	per therm
Total Direct Cost of Gas Rate	\$ 46,922,854	\$ 0.5319	per therm
Total Anticipated Indirect Cost of Gas	\$ 2,220,114		
Projected Prorated Sales (11/01/20 - 04/30/21)	88,213,529		
Indirect Cost of Gas		\$ 0.0252	per therm
TOTAL PERIOD AVERAGE COST OF GAS EFFECTIVE 11/01/20		\$ 0.5571	per therm
RESIDENTIAL COST OF GAS RATE - EXCLUDING LOW INCOME - 11/01/20	COGwr	\$ 0.5571	/therm
Change in rate due to change in under/over recovery		\$ -	
RESIDENTIAL COST OF GAS RATE - 12/01/2020	COGsr	\$ 0.5571	/therm
Change in Rate due to change in under/over recovery		\$ (0.0907)	
RESIDENTIAL COST OF GAS RATE - 01/01/2021	COGwr	\$ 0.4664	/therm
Change in Rate due to change in under/over recovery		\$ (0.0388)	
RESIDENTIAL COST OF GAS RATE - 02/01/2021	COGwr	\$ 0.4276	/therm
Change in Rate due to change in under/over recovery		\$ 0.0880	
RESIDENTIAL COST OF GAS RATE - 03/01/2021	COGwr	\$ 0.5156	/therm
Change in Rate due to change in under/over recovery		\$ 0.0894	
RESIDENTIAL COST OF GAS RATE - 04/01/2021	COGwr	\$ 0.6050	/therm
Maximum (COG + 25%)		\$ 0.6964	
GAS ASSISTANCE PLAN RESIDENTIAL COST OF GAS RATE R-4 - 11/01/20	COGwr	\$ 0.3064	/therm
Change in rate due to change in under/over recovery		\$ -	
RESIDENTIAL COST OF GAS RATE - 12/01/2020	COGsr	\$ 0.3064	/therm
Change in Rate due to change in under/over recovery		\$ (0.0499)	
RESIDENTIAL COST OF GAS RATE - 01/01/2021	COGwr	\$ 0.2565	/therm
Change in Rate due to change in under/over recovery		\$ (0.0213)	
RESIDENTIAL COST OF GAS RATE - 2/1/2021	COGwr	\$ 0.2362	/therm
Change in Rate due to change in under/over recovery		\$ 0.0484	
RESIDENTIAL COST OF GAS RATE - 3/1/2021	COGwr	\$ 0.2836	/therm
Change in Rate due to change in under/over recovery		\$ 0.0492	
RESIDENTIAL COST OF GAS RATE - 4/1/2021	COGwr	\$ 0.3328	/therm
Maximum (COG + 25%)		\$ 0.3830	
C&I LOW WINTER USE COST OF GAS RATE - 11/01/20	COGwl	\$ 0.5660	/therm
Change in rate due to change in under/over recovery		\$ -	
C&I LOW WINTER USE COST OF GAS RATE - 12/01/2020	COGsl	\$ 0.5660	/therm
Change in Rate due to change in under/over recovery		\$ (0.0907)	
C&I LOW WINTER USE COST OF GAS RATE - 01/01/2021	COGsl	\$ 0.4753	/therm
Change in Rate due to change in under/over recovery		\$ (0.0388)	
C&I LOW WINTER USE COST OF GAS RATE - 2/01/2021	COGsl	\$ 0.4365	/therm
Change in Rate due to change in under/over recovery		\$ 0.0880	
C&I LOW WINTER USE COST OF GAS RATE - 3/01/2021	COGsl	\$ 0.5245	/therm
Change in Rate due to change in under/over recovery		\$ 0.0894	
C&I LOW WINTER USE COST OF GAS RATE - 4/01/2021	COGsl	\$ 0.6139	/therm
Average Demand Cost of Gas Rate Effective 11/01/20	\$ 0.1471		
Times: Low Winter Use Ratio (Winter)	1.0620	Maximum (COG + 25%)	\$ 0.7075
Times: Correction Factor	0.9984		
Adjusted Demand Cost of Gas Rate	\$ 0.1560		
Commodity Cost of Gas Rate	\$ 0.3733		
Adjustment Cost of Gas Rate	\$ 0.0115		
Indirect Cost of Gas Rate	\$ 0.0252		
Adjusted C&I Low Winter Use Cost of Gas Rate	\$ 0.5660		
C&I HIGH WINTER USE COST OF GAS RATE - 11/01/20	COGwh	\$ 0.5552	/therm
Change in rate due to change in under/over recovery		\$ -	
C&I HIGH WINTER USE COST OF GAS RATE - 12/01/2020	COGsh	\$ 0.5552	/therm
Change in Rate due to change in under/over recovery		\$ (0.0907)	
C&I HIGH WINTER USE COST OF GAS RATE - 01/01/2021	COGwh	\$ 0.4645	/therm
Change in Rate due to change in under/over recovery		\$ (0.0388)	
C&I HIGH WINTER USE COST OF GAS RATE - 2/01/2021	COGwh	\$ 0.4257	/therm
Change in Rate due to change in under/over recovery		\$ 0.0880	
C&I HIGH WINTER USE COST OF GAS RATE - 3/01/2021	COGwh	\$ 0.5137	/therm
Change in Rate due to change in under/over recovery		\$ 0.0894	
C&I HIGH WINTER USE COST OF GAS RATE - 4/01/2021	COGwh	\$ 0.6031	/therm
Average Demand Cost of Gas Rate Effective 11/01/20	\$ 0.1471		
Times: High Winter Use Ratio (Winter)	0.9890	Maximum (COG + 25%)	\$ 0.6941
Times: Correction Factor	0.9984		
Adjusted Demand Cost of Gas Rate	\$ 0.1452		
Commodity Cost of Gas Rate	\$ 0.3733		
Adjustment Cost of Gas Rate	\$ 0.0115		
Indirect Cost of Gas Rate	\$ 0.0252		
Adjusted C&I High Winter Use Cost of Gas Rate	\$ 0.5552		

DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman
President

Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105

NHPUC NO. ~~10-11~~ GAS
LIBERTY UTILITIES

~~First Revised Original Page 92-196~~
~~Superseding Original Page 92-1~~
Winter Cost of Gas

~~3031.1~~ ANTICIPATED COST OF GAS - EXCLUDING KEENE CUSTOMERS

Anticipated Cost of Gas		
PERIOD COVERED: WINTER PERIOD, NOVEMBER 1, 2020 THROUGH APRIL 30, 2021 (REFER TO TEXT ON IN SECTION 16 COST OF GAS CLAUSE)		
(Col 1)	(Col 2)	(Col 3)
ANTICIPATED DIRECT COST OF GAS		
Purchased Gas:		
Demand Costs:	\$ 12,022,922	
Supply Costs:	28,276,980	
Storage Gas:		
Demand, Capacity:	\$ 955,766	
Commodity Costs:	3,064,149	
Produced Gas:	1,590,589	
Hedged Contract (Saving)/Loss	-	
Hedge Underground Storage Contract (Saving)/Loss	-	
Unadjusted Anticipated Cost of Gas		\$ 45,910,407
Adjustments:		
Prior Period (Over)/Under Recovery (as of 05/01/20)	\$ 2,227,421	
Interest	72,812	
Fuel Inventory Revenue Requirement	441,037	
Broker Revenues	(32,725)	
Refunds from Suppliers	-	
Fuel Financing	-	
Transportation CGA Revenues	(4,516)	
Interruptible Sales Margin	-	
Capacity Release and Off System Sales Margins	(1,736,581)	
Hedging Costs	-	
Fixed Price Option Administrative Costs	45,000	
Total Adjustments		<u>1,012,447</u>
Total Anticipated Direct Cost of Gas		\$ 46,922,854
Anticipated Indirect Cost of Gas		
Working Capital:		
Total Unadjusted Anticipated Cost of Gas 11/01/20 - 04/30/21	\$ 45,910,407	
Working Capital Rate: Lead Lag Days / 365	0.0391	
Prime Rate	3.25%	
Working Capital Percentage	<u>0.127%</u>	
Working Capital	\$ 58,347	
Plus: Working Capital Reconciliation (Acct 142.20)	(66,837)	
Total Working Capital Allowance		(8,490)
Bad Debt:		
Total Unadjusted Anticipated Cost of Gas 11/01/20 - 04/30/21	\$ 45,910,407	
Less: Refunds	-	
Plus: Total Working Capital	(8,490)	
Plus: Prior Period (Over)/Under Recovery	<u>2,227,421</u>	
Subtotal	\$ 48,129,338	
Bad Debt Percentage	<u>1.11%</u>	
Bad Debt Allowance	\$ 534,236	
Plus: Bad Debt Reconciliation (Acct 175.52)	<u>(296,628)</u>	
Total Bad Debt Allowance		\$ 237,608
Production and Storage Capacity		\$ 1,980,428
Miscellaneous Overhead 11/01/20 - 04/30/21	\$ 13,170	
Times Winter Sales	89,365	
Divided by Total Sales	<u>111,369</u>	
Miscellaneous Overhead		<u>10,568</u>
Total Anticipated Indirect Cost of Gas		\$ 2,220,114
Total Cost of Gas		<u>\$ 49,142,968</u>

DATED: XXX XX, 2021 ISSUED BY: /s/Neil Proudman
Neil Proudman
EFFECTIVE: August 1, 2021 TITLE: President

Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105
ISSUED: November 13, 2020 ISSUED BY: /s/Susan L. Fleek
Susan L. Fleek
EFFECTIVE: November 01, 2020 TITLE: President

Authorized by NHPUC Order No. 26,419 dated October 30, 2020, in Docket No. DG 20-141

NHPUC NO. ~~10-11~~ GAS
LIBERTY UTILITIES

~~Seventeenth Revised Original Page 9397~~
~~Superseding Sixteenth Revised Page 93~~
Winter Cost of Gas

31. CALCULATION OF FIRM SALES AND FIXED WINTER PERIOD COST OF GAS RATE - KEENE CUSTOMERS

Calculation of the Cost of Gas Rate

Period Covered: Winter Period November 1, 2020 through April 30, 2021

Projected Gas Sales - therms 1,108,419

Total Calculated Cost of Gas Sendout	\$1,310,950
CNG Costs Not Included In Cost of Gas Rate	<u>(\$204,754)</u>
Total Anticipated Cost of Gas Sendout	\$1,106,196

Add:	Prior Period Deficiency Uncollected Interest	\$30,171
		<u>\$136</u>

Deduct:	Prior Period Excess Collected Interest	\$0
		<u>\$0</u>

Prior Period Adjustments and Interest \$30,307

Total Anticipated Cost	<u>\$1,136,503</u>
------------------------	--------------------

Costs Adjusted per Order No. 26,428 in Docket No. DG 20-152 dated December 02, 2020

<u>Cost of Gas Rate</u>	<u>Excluding Gas Assistance Program</u>	<u>Gas Assistance Program</u>
Non-Fixed Price Option Cost of Gas Rate - Beginning Period (per therm)	\$1.0253	\$0.5639
Mid Period Adjustment - December 01, 2020	\$0.0000	\$0.0000
Mid Period Adjustment - January 01, 2021	(\$0.0283)	(\$0.0156)
Mid Period Adjustment - February 01, 2021	(\$0.0042)	(\$0.0023)
Mid Period Adjustment - March 01, 2021	\$0.0000	\$0.0000
Mid Period Adjustment - April 01, 2021	\$0.2888	\$0.1588
Revised Non-Fixed Price Option Cost of Gas Rate - Effective April 1, 2021 (per therm)	<u>\$1.2816</u>	<u>\$0.7048</u>
Fixed Price Option Cost of Gas Rate (per therm) November 2020	\$1.2300	\$0.6765
Fixed Price Option Cost of Gas Rate (per therm) December 2020-April 2021	<u>\$1.0277</u>	<u>\$0.5652</u>

Pursuant to tariff section 17(d), the Company may adjust the approved cost of gas rate upward on a monthly basis to the following rate:

Maximum Cost of Gas Rate - Non-Fixed Price Option (per therm)	<u>\$1.2816</u>	<u>\$0.7049</u>
---	-----------------	-----------------

DATED: XXX XX, 2021 ISSUED BY: /s/Neil Proudman
Neil Proudman
EFFECTIVE: August 1, 2021 TITLE: President

Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105
ISSUED: March 24, 2021 ISSUED BY: /s/Susan L. Fleek
Susan L. Fleek
EFFECTIVE: April 01, 2021 TITLE: President

~~Authorized by NHPUC Order No. 26,428 dated December 02, 2020, in Docket No. DG 20-152~~

NHPUC NO. ~~10-11~~ GAS
LIBERTY UTILITIES

~~Seventeenth Revised Original Page 9397~~
~~Superseding Sixteenth Revised Page 93~~
Winter Cost of Gas

Calculation of the Cost of Gas Rate

Period Covered: Winter Period November 1, 2020 through April 30, 2021

Projected Gas Sales - therms 1,108,419

Total Calculated Cost of Gas Sendout \$1,310,950
CNG Costs Not Included In Cost of Gas Rate (\$204,754)
Total Anticipated Cost of Gas Sendout \$1,106,196

Add: Prior Period Deficiency Uncollected \$30,171
Interest \$136

Deduct: Prior Period Excess Collected \$0
Interest \$0

Prior Period Adjustments and Interest \$30,307

Total Anticipated Cost \$1,136,503

Costs Adjusted per Order No. 26,428 in Docket No. DG 20-152 dated December 02, 2020

	Excluding Gas Assistance Program	Gas Assistance Program
<u>Cost of Gas Rate</u>		
Non-Fixed Price Option Cost of Gas Rate - Beginning Period (per therm)	<u>\$1.0253</u>	<u>\$0.5639</u>
Mid Period Adjustment - December 01, 2020	\$0.0000	\$0.0000
Mid Period Adjustment - January 01, 2021	(\$0.0283)	(\$0.0156)
Mid Period Adjustment - February 01, 2021	(\$0.0042)	(\$0.0023)
Mid Period Adjustment - March 01, 2021	\$0.0000	\$0.0000
Mid Period Adjustment - April 01, 2021	\$0.2888	\$0.1588
Revised Non-Fixed Price Option Cost of Gas Rate - Effective April 1, 2021 (per therm)	<u>\$1.2816</u>	<u>\$0.7048</u>
Fixed Price Option Cost of Gas Rate (per therm) November 2020	\$1.2300	\$0.6765
Fixed Price Option Cost of Gas Rate (per therm) December 2020-April 2021	<u>\$1.0277</u>	<u>\$0.5652</u>

Pursuant to tariff section 17(d), the Company may adjust the approved cost of gas rate upward on a monthly basis to the following rate:

Maximum Cost of Gas Rate - Non-Fixed Price Option (per therm) \$1.2816 \$0.7049

DATED: XXX XX, 2021 ISSUED BY: /s/Neil Proudman
Neil Proudman
EFFECTIVE: August 1, 2021 TITLE: President
Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105
ISSUED: March 24, 2021 ISSUED BY: /s/Susan L. Fleek
Susan L. Fleek
EFFECTIVE: April 01, 2021 TITLE: President

~~Authorized by NHPUC Order No. 26,428 dated December 02, 2020, in Docket No. DG 20-152~~

NHPUC NO. 11 GAS
LIBERTY UTILITIES

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Firm Transportation Cost of Gas

33. CALCULATION OF FIRM TRANSPORTATION COST OF GAS RATE

II. RATE SCHEDULES

Calculation of Firm Transportation Cost of Gas Rate

PERIOD COVERED: WINTER PERIOD, NOVEMBER 1, 2020 THROUGH APRIL 30, 2021

(Refer to text in Section 16(Q) Firm Transportation Cost of Gas Clause)

(Col 1)	(Col 2)	(Col 3)	(Col 4)
ANTICIPATED COST OF SUPPLEMENTAL GAS SUPPLIES:			
PROPANE	\$ 568,511		
LNG	<u>1,022,078</u>		
TOTAL ANTICIPATED COST OF SUPPLEMENTAL GAS SUPPLIES	1,590,589		
ESTIMATED PERCENTAGE USED FOR PRESSURE SUPPORT PURPOSES	<u>8.7%</u>		
ESTIMATED COST OF LIQUIDS USED FOR PRESSURE SUPPORT PURPOSES	<u>\$ 138,381</u>		
PROJECTED FIRM THROUGHPUT (THERMS):			
FIRM SALES	89,364,968	67.8%	
FIRM TRANSPORTATION SUBJECT TO FTCG	<u>42,456,275</u>	<u>32.2%</u>	
TOTAL FIRM THROUGHPUT SUBJECT TO COST OF GAS CHARGE	131,821,243	100.0%	
TRANSPORTATION SHARE OF SUPPLEMENTAL GAS SUPPLIES	32.2%	x	\$ 138,381 = \$ 44,569
PRIOR (OVER) OR UNDER COLLECTION			<u>(40,053)</u>
NET AMOUNT TO COLLECT FROM (RETURNED TO) TRANSPORTATION CUSTOMERS			\$ 4,516
PROJECTED FIRM TRANSPORTATION THROUGHPUT			42,456,275
FIRM TRANSPORTATION COST OF GAS			\$ 0.0001

DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

TITLE: Neil Proudman
President

Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105

NHPUC NO. 11 GAS
LIBERTY UTILITIES

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Environmental Surcharge

34. ENVIRONMENTAL SURCHARGE - MANUFACTURED GAS PLANTS

Environmental Surcharge - Manufactured Gas Plants

Manufactured Gas Plants

Required Annual Environmental Increase	\$2,864,179
First one-third of prior period under recoveries (through June 2019)	\$341,389
July 2019 - June 2020 recovery difference between actual and estimate	\$338,564
Environmental Subtotal	\$3,544,132
Overall Annual Net Increase to Rates	\$3,544,132
Estimated weather normalized firm therms billed for the twelve months ended 10/31/20 - sales and transportation	179,574,679 therms
Surcharge per therm	<u>\$0.0197</u> per therm
<u>Total Environmental Surcharge</u>	<u>\$0.0197</u>

DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

TITLE: Neil Proudman
President

Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105

NHPUC NO. 11GAS
LIBERTY UTILITIES

Original Page 100
Rate Case Expense

35 RATE CASE EXPENSE AND RECOUPMENT FACTOR CALCULATION

Liberty Utilities (Energy North Natural Gas) Corp. d/b/a Liberty
Local Delivery Adjustment Charge (LDAC) increase due to Rate Case Expense and Recoupment
For LDAC effective November 1, 2020 - October 31, 2021

Rate Case Expense Remaining from Docket No. DG 17-048	\$87,069
Recoupment Remaining from Docket No. DG 17-048	<u>\$0</u>
July 1, 2020 Balance	\$87,069
Plus Estimated Interest from July 2020 through October 2020	\$745
Minus Estimated Recoveries from July 2020 through October 2020	<u>(\$43,733)</u>
Total Estimated Remaining Recovery As of November 1, 2020	\$44,081
Estimated November 2019 - October 2020 Interest	<u>\$538</u>
Total Remaining Recovery	\$44,619
Estimated November 2020 - October 2021 Sales (therms)	179,574,679
RCE & Recoupment rate per therm November 2020 - October 2021	\$0.0002

DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman
TITLE: President

Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105

NHPUC NO. 11 GAS
LIBERTY UTILITIES

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LDAC

36 LOCAL DISTRIBUTION ADJUSTMENT CLAUSE CALCULATION

Local Delivery Adjustment Charge Calculation

		Sales Customers	Transportation Customers
<u>Residential Non Heating Rates - R-1, R-5</u>			
Energy Efficiency Charge	\$ 0.0831		
Demand Side Management Charge	0.0000		
Conservation Charge (CCx)		\$ 0.0831	
Relief Holder and pond at Gas Street, Concord, NH	0.0000		
Manufactured Gas Plants	0.0197		
Environmental Surcharge (ES)		0.0197	
Revenue Decoupling Adjustment Factor (RDAF)		(0.0562)	
Energy Efficiency Resource Standard Lost Revenue Mechanism		0.0000	
Rate Case Expense Factor (RCEF)		0.0002	
Gas Assistance Program (GAP)		0.0121	
LDAC	\$ 0.0589		per therm
<u>Residential Heating Rates - R-3, R-4, R-6, R-7</u>			
Energy Efficiency Charge	\$ 0.0831		
Demand Side Management Charge	0.0000		
Conservation Charge (CCx)		\$ 0.0831	
Relief Holder and pond at Gas Street, Concord, NH	0.0000		
Manufactured Gas Plants	0.0197		
Environmental Surcharge (ES)		0.0197	
Revenue Decoupling Adjustment Factor (RDAF)		(0.0562)	
Energy Efficiency Resource Standard Lost Revenue Mechanism		0.0000	
Rate Case Expense Factor (RCEF)		0.0002	
Gas Assistance Program (GAP)		0.0121	
LDAC	\$ 0.0589		per therm
<u>Commercial/Industrial Low Annual Use Rates - G-41, G-51, G-44, G-55</u>			
Energy Efficiency Charge	\$0.0441		
Demand Side Management Charge	0.0000		
Conservation Charge (CCx)		\$ 0.0441	\$ 0.0441
Relief Holder and pond at Gas Street, Concord, NH	0.0000		
Manufactured Gas Plants	0.0197		
Environmental Surcharge (ES)		0.0197	0.0197
Revenue Decoupling Adjustment Factor (RDAF)		(0.0206)	(0.0206)
Energy Efficiency Resource Standard Lost Revenue Mechanism		0.0000	0.0000
Rate Case Expense Factor (RCEF)		0.0002	0.0002
Gas Assistance Program (GAP)		0.0121	0.0121
LDAC	\$ 0.0555	\$ 0.0555	per therm
<u>Commercial/Industrial Medium Annual Use Rates - G-42, G-52, G-45, G-56</u>			
Energy Efficiency Charge	\$0.0441		
Demand Side Management Charge	0.0000		
Conservation Charge (CCx)		\$0.0441	\$0.0441
Relief Holder and pond at Gas Street, Concord, NH	0.0000		
Manufactured Gas Plants	0.0197		
Environmental Surcharge (ES)		0.0197	0.0197
Revenue Decoupling Adjustment Factor (RDAF)		(0.0206)	(0.0206)
Energy Efficiency Resource Standard Lost Revenue Mechanism		0.0000	0.0000
Rate Case Expense Factor (RCEF)		0.0002	0.0002
Gas Assistance Program (GAP)		0.0121	0.0121
LDAC	\$ 0.0555	\$ 0.0555	per therm
<u>Commercial/Industrial Large Annual Use Rates - G-43, G-53, G-54, G-46, G-56, G-57, G-58</u>			
Energy Efficiency Charge	\$ 0.0441		
Demand Side Management Charge	0.0000		
Conservation Charge (CCx)		\$0.0441	\$0.0441
Relief Holder and pond at Gas Street, Concord, NH	0.0000		
Manufactured Gas Plants	0.0197		
Environmental Surcharge (ES)		0.0197	0.0197
Revenue Decoupling Adjustment Factor (RDAF)		(0.0206)	(0.0206)
Energy Efficiency Resource Standard Lost Revenue Mechanism		0.0000	0.0000
Rate Case Expense Factor (RCEF)		0.0002	0.0002
Gas Assistance Program (GAP)		0.0121	0.0121
LDAC	\$ 0.0555	\$ 0.0555	per therm

DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman
TITLE: President

Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105

NHPUC NO. 11 GAS
LIBERTY UTILITIES

Original Page 102
LDAC – Residential Energy Efficiency Loan Program

37 Residential Energy Efficiency Loan Program

Availability

Subject to the Terms and Conditions of the Tariff of which it is a part, this program shall allow Customers installing energy-efficiency measures under an energy efficiency program offered by the Company and approved by the Commission (“Participating Customers”) to borrow all or a portion of the Customer’s share of the installed cost of the energy-efficiency measures (“Customer Loan Amount”) from the Company and to repay the Customer Loan Amount through an additional charge on their monthly retail delivery service bill issued by the Company. It is available to Participating Customers who meet the following qualifications:

- A. The Participating Customer must own the property where the energy-efficiency measures are installed; and
- B. A Participating Customer must have an active Delivery Service account with the Company for the property where the energy-efficiency measures are installed and receive Delivery Service under R-1, R-3, R-4, R-5, R-6, R-7 ; and
- C. The Participating Customer must not have received a disconnect notice from the Company during the twelve months preceding the Participating Customer’s request for a loan under this program; and
- D. The Customer Loan Amount has no minimum and must be less than or equal to \$4,000 per customer per year, and must not exceed the Participating Customer’s share of the installed cost of the energy efficiency measures installed under the Company’s approved energy-efficiency program; and
- E. The Participating Customer must meet the qualifications of the applicable energy-efficiency program through which the energy-efficiency measures are being installed.

At its sole discretion, the Company shall determine eligibility for service under this program subject to the availability of program funds.

Any Participating Customer receiving a loan under this program must remain a Delivery Service customer of the Company at the property where the energy-efficiency measures are installed until the loan has been repaid in full. In the event the Participating Customer ceases to be a Delivery Service Customer of the Company at the property where the energy-efficiency measures are installed, any remaining charges under this program shall immediately become due and payable.

Customer Loan Agreement

Participating Customers shall be required to execute a separate Residential Customer Loan Agreement which will specify the fixed monthly charge and other applicable terms. A Participating Customer can choose to pay the remaining balance owed to the Company at any time. A late payment charge as described in the Terms and Conditions for Delivery Service section of the Company’s Tariff is applicable to the monthly charges rendered under this program. Participating Customers are not subject to disconnection of natural gas service for nonpayment of the charges under this program.

The Customer Loan Amount shall be paid to the Company by the Participating Customer through a fixed monthly charge applied over a term of months as established in the Customer Loan Agreement. Participating Customers may specify the repayment term of the Customer Loan Amount subject to the maximum repayment term limit of 48 months.

DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman
TITLE: President

Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105

NHPUC NO. ~~10-11~~-GAS
LIBERTY UTILITIES

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LDAC – Non-Residential Energy Efficiency Loan Program

38 Non-Residential Energy Efficiency Loan Program

Availability

Subject to the Terms and Conditions of the Tariff of which it is a part, this program shall allow Customers installing energy-efficiency measures under an energy efficiency program offered by the Company and approved by the Commission (“Participating Customers”) to borrow all or a portion of the Customer’s share of the installed cost of the energy-efficiency measures (“Customer Loan Amount”) from the Company and to repay the Customer Loan Amount through an additional charge on their monthly retail delivery service bill issued by the Company. It is available to Participating Customers who meet the following qualifications:

- A. The Participating Customer must own the property where the energy-efficiency measures are installed; and
- B. A Participating Customer must have an active Delivery Service account with the Company for the property where the energy-efficiency measures are installed and receive Delivery Service under G-41, G-42, G-43, G-44, G-45, G-46, G-51, G-52, G-53, G-54, G-55, G-56, G-57, or G-58; and
- C. The Participating Customer must not have received a disconnect notice from the Company during the twelve months preceding the Participating Customer’s request for service under this program; and
- D. The Customer Loan Amount has no minimum and must be less than or equal to \$50,000 for each project, and must not exceed the Participating Customer’s share of the installed cost of the energy efficiency measures installed under the Company’s approved energy-efficiency program; and
- E. A Participating Customer is limited to \$150,000 per year in loan funds with no limit on the number of projects at the sole discretion of the Company based on program demand. If at any point there are no loan fund recipients or there have been no loan fund recipients in a given year, the Company may petition the Commission to allow a particular customer to receive more than \$150,000 in loan funds in a given year; and
- F. The Participating Customer must meet the qualifications of the applicable energy-efficiency program through which the energy-efficiency measures are being installed.

At its sole discretion, the Company shall determine eligibility for service under this program subject to the availability of program funds.

Any Participating Customer receiving a loan under this program must remain a Delivery Service customer of the Company at the property where the energy-efficiency measures are installed until the loan has been repaid in full. In the event the Participating Customer ceases to be a Delivery Service Customer of the Company at the property where the energy-efficiency measures are installed, any remaining charges under this program shall immediately become due and payable.

Customer Loan Agreement

Participating Customers shall be required to execute a separate Non-Residential Customer Loan Agreement which will specify the fixed monthly charge and other terms of the loan. A Participating Customer can choose to pay the remaining balance owed to the Company at any time. A late payment charge as described in the Terms and Conditions for Delivery Service section of the Company’s Tariff is applicable to the monthly charges rendered under this program. Participating Customers are not subject to disconnection of natural gas service for nonpayment of the charges under this program.

The Customer Loan Amount shall be paid to the Company by the Participating Customer through a fixed monthly charge applied over a term of months as established in the Customer Loan Agreement. Participating Customers may specify the repayment term of the Customer Loan Amount subject to the maximum repayment term limit of 60 months.

DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

TITLE: President

Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105

NHPUC NO. 11 GAS
LIBERTY UTILITIES

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Delivery Terms and Conditions

III. DELIVERY TERMS AND CONDITIONS

1 RATES AND CHARGES

- 1.1 The Company shall apply this tariff on a non-discriminatory and non-preferential basis to all Customers who obtain service from the Company, except as this tariff is explicitly modified by order of the NHPUC. The provisions of Part III Section 20 of this tariff will specifically apply to all entities designated by the Customer as set forth in Section 20.5 to supply Gas to a Designated Receipt Point for the Customer's account.
- 1.2 The Company reserves the right to impose reasonable fees and charges pursuant to the various provisions of this tariff.
- 1.3 In the event that the Company incurs minimum bill, inventory, transition, take or pay, imbalance, or any other charges associated with the provision of Delivery Service to Customers, the Company may impose an additional charge on the Suppliers serving said Customers as approved by the NHPUC.

2 DEFINITIONS

Adjusted Target Volume ("ATV")	The volume of Gas determined by the Company using a Consumption Algorithm and required to be nominated and delivered each Gas Day by the Supplier on behalf of Customers taking non-daily metered Delivery Service.
Aggregation Pool	One or more Customer accounts whose Gas Usage is served by the same Supplier and aggregated pursuant to Section 20.6 of this tariff for operational purposes, including but not limited to nominating, scheduling, and balancing Gas deliveries to Designated Receipt Point(s) within the associated Gas Service Area.
Annual Reassignment Date	Five (5) Business Days prior to November 1 of each year when the Company reassigns Capacity to Suppliers pursuant to Section 11.6 of this tariff.
Assignment Date	Five (5) Business Days prior to the first Gas Day of each month when the Company assigns Capacity to Suppliers pursuant to Section 11.4 of this tariff.
Authorization Number	A number unique to the Customer generated by the Company and printed on the Customer's bill that the Customer must furnish to the Supplier to enable the Supplier to obtain the Customer's Gas Usage information pursuant to Section 20.4, and to initiate or terminate Supplier Service as set forth in Section 20.5 of this tariff.
Btu	One British thermal unit; i.e., the amount of heat required to raise the temperature of one pound of water one degree Fahrenheit at sixty degrees (60°) Fahrenheit.
Business Day	Monday through Friday excluding holidays recognized by the Company. Where relevant, a Business Day shall consist of the hours during which the Company is open for business with the public. <u>If any performance date referenced in this Tariff is not a Business Day, such performance shall be the next succeeding Business Day.</u>
Capacity	Pipeline Capacity, Storage Withdrawal Capacity, and Peaking Capacity as defined in this tariff.

DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman
TITLE: President

Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105

NHPUC NO. ~~40-11~~ GAS
LIBERTY UTILITIES

Original Page ~~99~~105
Delivery Terms and Conditions

Capacity Allocators	The estimated proportions of the Customer's Total Capacity Quantity that comprise Pipeline Capacity, Storage Withdrawal Capacity and Peaking Capacity.
Capacity Mitigation Service	The service available to Suppliers in accordance with Section 11.10.
City Gate	The interconnection between a Delivering Pipeline and the Company's distribution facilities.
Commodity	See Gas.
Company	Liberty Utilities (EnergyNorth Natural Gas) Corp. d/b/a Liberty Utilities
Company Gas Allowance	The difference between the sum of all amounts of Gas received into the Company's distribution system (including Gas produced by the Company) and the sum of all amounts of Gas delivered from the Company's distribution system divided by said amount of Gas received. Such difference shall include but not be limited to Gas consumed by the Company for its own purposes, line losses, and Gas vented and lost as a result of force majeure, excluding Gas otherwise accounted for.
Company-Managed Supplies	Capacity and Supply contracts held and managed by the Company and made available to the Supplier pursuant to Section 11.9 of this tariff including Supply-sharing contracts and load-management contracts.
Consumption Algorithm	A mathematical formula used to estimate a Customer's daily consumption.
Critical Day	In accordance with Section 16 of this tariff, a day declared at any time by the Company in its reasonable discretion when unusual operating conditions may jeopardize operation of the Company's distribution system.
Customer	The recipient of Delivery Service whose Gas Usage is recorded by a meter or group of meters at a specific location and who is a customer of record of the Company.
Daily Baseload	The Customer's average usage per Gas Day that is assumed to be unrelated to weather.
Daily Index	<p>The mid-point of the range of prices as published by <u>Gas Daily</u> under the heading "Daily Price Survey, Midpoint, Citygates, Tennessee/Zone 6 (delivered)" for the relevant Gas Day listed under "Flow date(s)".</p> <p>In the event that the <u>Gas Daily</u> index becomes unavailable, the Company shall apply its daily marginal cost of Gas as the basis for this calculation until such time that the NHPUC approves a suitable replacement.</p>
Dekatherm	Ten Therms.
Delivery Point	The interconnection between the Company's facilities and the Customer's facilities.
Delivery Service	The distribution of Gas by the Company on any Gas Day from the Designated Receipt Point to the Customer's Delivery Point and related Customer services.
Design Peak Season	The forecasted Peak Season during which the Company's system experiences the highest aggregate Gas Usage.

DATED: <u>XXX XX, 2021</u>	ISSUED BY: <u>/s/Neil Proudman</u>
	<u>Neil Proudman</u>
EFFECTIVE: <u>August 1, 2021</u>	TITLE: <u>President</u>
<u>Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105</u>	
ISSUED: <u>May 18, 2018</u>	ISSUED BY: <u>/s/Susan L. Fleek</u>
	<u>Susan L. Fleek</u>
EFFECTIVE: <u>May 01, 2018</u>	TITLE: <u>President</u>

NHPUC NO. 11 GAS
LIBERTY UTILITIES

Original Page 106
Delivery Terms and Conditions

point, or such other point as	the Company may designate from time to time for operational purposes, the Supplier will make deliveries of Gas for the Customer’s account.		
Designated Representative	The designated representative of the Customer, who shall be authorized to act for, and conclusively bind, the Customer regarding Delivery Service in accordance with the provisions of Section 21 of this tariff.		
Gas	Natural Gas that is received by the Company from a Transporting Pipeline at the Designated Receipt Point and delivered by the Company to the Delivery Point for the Customer’s account. In addition, the term shall include amounts of vaporized liquefied natural Gas and/or propane-air vapor that are introduced by the Company into its system and made available to the Customer as the equivalent of natural Gas that the Customer is otherwise entitled to have delivered by the Company.		
Gas Day	A period of twenty-four (24) consecutive hours beginning at 10:00 a.m., E.T., and ending at 10:00 a.m., E.T., the next calendar day, or other such hours used by the Transporting Pipeline.		
Gas Service Area	An area within the Company’s distribution system as defined in Section 4 of this tariff, for the purposes of administering Capacity assignments, Nominations, balancing, imbalance trading, and Aggregation Pools.		
Gas Usage	The actual quantity of Gas used by the Customer as measured by the Company’s metering equipment at the Delivery Point.		
Heating Degree Day	A measure used to estimate weather-sensitive Gas consumption calculated by subtracting the average temperature for each day from the number 65. Each degree day that represents a degree below 65 is considered a Heating Degree Day.		
Heating Factor	The Customer’s estimated weather-sensitive Gas consumption per Heating Degree Day.		
MMBtu	One million Btus.		
Maximum Daily Peaking Quantity (“MDPQ”)	The portion of a Customer's Total Capacity Quantity identified and allocated as Peaking Capacity, such that the maximum daily amount of Gas that can be withdrawn from a Supplier's Peaking Service Account pursuant to Section 14 of this tariff shall be equal to the sum of the MDPQs for all Customers in that Supplier's Aggregation Pool.		
Month	A calendar month of Gas Days.		
Monthly Index	The average of the Daily Index numbers for all Gas Days in a Month.		
NHPUC	The New Hampshire Public Utilities Commission.		
Nomination	The notice given by the Supplier to the Company that specifies, in accordance with the Standard Nomination Form attached as Attachment A, an intent to deliver a quantity of Gas to the Designated Receipt Point(s) on behalf of one or more Customers, including the volume to be received, the Designated Receipt Point(s), the Transporting Pipeline, the delivering contract(s), the shipper, and other such non-confidential information as may be reasonably required by the Company.		
Off-Peak Season	The consecutive months of May to October, inclusive.		
DATED:	XXX XX, 2021	ISSUED BY:	<u>/s/Neil Proudman</u>
EFFECTIVE:	August 1, 2021		Neil Proudman President

NHPUC NO. 11 GAS
LIBERTY UTILITIES

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Delivery Terms and Conditions

Operational Flow Order (“OFO”)	The Company’s instructions to the Supplier to take such action as conditions require including, but not limited to, diverting Gas to or from the Company’s distribution system pursuant to Section 16 of this tariff.
Peak Day	The forecasted Gas Day during which the Company’s system experiences the highest aggregate Gas Usage.
Peak Season	The consecutive months of November to April, inclusive.
Peaking Capacity	Capacity in addition to upstream pipeline and underground storage Capacity normally used by the Company to meet daily requirements during a Design Peak Season and acquired specifically for the Peak Season.
Peaking Service	A Company-managed resource consisting of Peaking Capacity and Peaking Supply.
Peaking Service Account	An account whose balance indicates the total volumes of Peaking Service resources available to a Supplier, where the maximum balance in the account shall equal the Peaking Supply assigned to the Supplier pursuant to this tariff.
Peaking Service Rule Curve	A system of operational parameters associated with the use of the Company’s Peaking Capacity including, but not limited to, indicators of the necessary levels of Peaking Supply that must be maintained in Suppliers’ Peaking Service Accounts in order for the Company to meet system demands under Design Peak Season conditions. The Company will communicate, by electronic means as determined by the Company or, in the event of failure of such electronic means, by facsimile or other agreeable alternative means, the Peaking Service Rule Curve as identified in Section 14 of this tariff.
Peaking Supply	The aggregate amount of Supply in excess of upstream pipeline and underground storage Supply required to meet the Company’s forecasted Supply needs during a Design Peak Season and acquired specifically for the Peak Season.
Peaking Supply Allocator	An allocation factor that represents the proportion of a Customer’s estimated Gas Usage during the Design Peak Season that is generally served with Peaking Service supplies.
Pipeline Capacity	Transportation capacity on interstate pipeline systems normally used for deliveries of Gas to the Company’s city gates, exclusive of Storage Withdrawal Capacity.
Pre-Determined Allocation	Instructions from the Supplier to the Company for the method allocation of discrepancies in confirmed Nominations among the Supplier’s Aggregation Pools and/or Customers as set forth in the Supplier Service Agreement.
Rate Schedule	The schedule of rates included in this tariff.
Reference Period	A period of at least twelve (12) months for which a Customer’s Gas Usage information is typically available to the Company.
Sales Service	Commodity service provided on a firm basis to a Customer who is not receiving Supplier Service, in accordance with the provisions set forth in this tariff. The provision of Sales Service shall be the responsibility of the Company and shall be provided to the Customer by the Company or its designated Supplier pursuant to law or regulation.

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Seasonal Storage Capacity	Contracts for Capacity in off-system storage facilities used to accumulate and maintain Gas inventories for re-delivery to the Company's city gates normally during the Peak Season.
Storage Withdrawal Capacity	Capacity for the withdrawal of Gas inventories maintained in off-system storage facilities, as well as the Pipeline Capacity used to deliver such Gas to the Company's city gates.
Supplier	Any entity that has met the Company's requirements set forth in Section 20 of this tariff and that has been designated by a Customer to supply Gas to a Designated Receipt Point for the Customer's account; provided, however, that a Customer may act as its own Supplier in accordance with Section 5.2 of this tariff.
Supplier Service	The sale of Gas to a Customer by a Supplier.
Supplier Service Agreement	An agreement, substantially in the form set forth in Attachment A, which must be executed by the Company and a Supplier in order for the Supplier to serve Customers on the Company's system.
Supply	See Gas.
Therm	An amount of Gas having a thermal content of 100,000 Btus.
Total Capacity Quantity ("TCQ")	The total amount of Capacity assignable to a Supplier on behalf of a Customer.
Transporting Pipeline	The interstate pipeline company that transports and delivers Gas to the Designated Receipt Point.

3 CHARACTER OF SERVICE

- 3.1 All rates within Part II Rate Schedule are predicated upon service to a Customer at a single Delivery Point and metering installation, except as otherwise specifically provided by a given rate. Where service is supplied to a Customer at more than one Delivery Point or metering installation, each single Delivery Point or metering installation shall be considered to be a separate Customer for purposes of applying the Rate Schedule, except when a Customer is served through multiple points of delivery or metering installations for the Company's own convenience.
- 3.2 The Company may refuse to supply service to loads of unusual characteristics which, in its sole reasonable judgment, might adversely affect the quality of service supplied to other Customers, the public safety or the safety of the Company's personnel. In lieu of such refusal, the Company may require a Customer to install any necessary regulating and protective equipment in accordance with the requirements and specifications of the Company.

4 GAS SERVICE AREAS AND DESIGNATED RECEIPT POINTS

- 4.1 There shall be 1 Gas Service Area defined for purposes of administering Capacity assignments, Nominations, balancing, imbalance trading, and Aggregation Pools pursuant to this tariff. Each such Gas Service Area shall be defined to include the municipalities listed within each such Gas Service Area, as follows:

- (1) Area 1: Liberty Utilities (EnergyNorth Natural Gas) Corp. d/b/a Liberty ~~Utilities~~.

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ISSUED: <u>May 18, 2018</u>	ISSUED BY: <u>/s/Susan L. Fleek</u> <u>Susan L. Fleek</u>
EFFECTIVE: <u>May 01, 2018</u>	TITLE: <u>President</u>

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The area authorized to be served by the Company and to which this tariff applies are the following cities and towns: Allenstown, Amherst, Auburn, Bedford, Belmont, Berlin,

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Neil Proudman
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Susan L. Fleek
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Boscawen, Bow, Concord, Derry, Franklin, Gilford, Goffstown, Hollis, Hooksett, Hudson, Laconia, Litchfield, Londonderry, Loudon, Manchester, Merrimack, Milford, Nashua, Northfield, Pelham, Pembroke, Sanbornton, Tilton, Windham, and part of Canterbury.

- 4.2 For each Aggregation Pool as set forth by Section 20.6, the Company will designate at least one specific interconnection between a Transporting Pipeline and the Company's distribution facilities, at which point, or such other point as the Company may designate from time to time, the Supplier will make deliveries for the Aggregation Pool. The interconnections that the Company may assign as the Customer's Designated Receipt Point for the Aggregation Pool are as follows:

(1) *Name Transporting Pipeline: Tennessee Gas Pipeline*

Names of City Gates/Meter Numbers:

Nashua/Milford	#020132
Manchester	#020133
Hooksett	#020254
Concord/Laconia	#020426
Suncook	#020451
Londonderry	#020632

(2) *Name Transporting Pipeline: Portland Natural Gas Transmission System*

Names of City Gates/Meter Number

Berlin	#020260
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5 CUSTOMER REQUEST FOR SERVICE FROM COMPANY

- 5.1 Application for Delivery Service, Sales Service, or any other service offered by the Company to a Customer will be received by any duly authorized representative or agent of the Company.
- 5.2 Before any service from the Company may commence, the Customer must request such service. A Customer applying for Delivery Service only must also arrange for Supplier Service with a Supplier pursuant to Section 20. A Customer may act as its own Supplier provided it meets all of the Supplier requirements delineated in Section 20.

6 QUALITY AND CONDITION OF GAS

- 6.1 Gas delivered to the Company by or for the Customer shall conform, in all respects, to the Gas quality standards of the Transporting Pipeline. All Gas tendered by a Supplier at a Designated Receipt Point shall be of merchantable quality and shall be interchangeable with Gas purchased by the Company from its Suppliers. The Company reserves the right to refuse non-conforming Gas.
- 6.2 In no event shall the Company be obligated to accept and deliver any Gas that does not meet the quality standards of the Transporting Pipeline.
- 6.3 The Company reserves the right to commingle Gas tendered by a Supplier at a Designated Receipt Point with other Gas, including liquefied natural Gas and propane-air vapor.
- 6.4 Gas tendered by a Supplier at a Designated Receipt Point will be at a pressure sufficient to enter the Company's distribution system without requiring the Company to adjust its normal operating pressures to receive the Gas. The Company has no obligation to receive Gas at a pressure that exceeds the maximum allowable operating pressure of the Company's distribution system at the Designated Receipt Point.

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7 POSSESSION OF GAS

- 7.1 Gas shall be deemed to be in the control and possession of the Company after such Gas is delivered to the Designated Receipt Point and until the Gas is delivered to the Customer at the Delivery Point. The Company shall not be responsible for the Gas when the Gas is not in the Company's control and possession.
- 7.2 The Company shall not be liable to the Supplier or the Customer for any loss arising from or out of Delivery Service, including loss of Gas in the possession of the Company or for any other cause, except for the negligence of the Company's own employees or agents.

8 COMPANY GAS ALLOWANCE

- 8.1 The amount of Gas tendered by the Supplier to the Designated Receipt Point will be reduced, upon delivery to the Customer's Delivery Point, by the Company Gas Allowance. The Company Gas Allowance shall be in effect from November 1 through October 31. Such adjustment shall be recalculated prior to the Company's Peak Season cost of Gas filing with the NHPUC.

9 DAILY METERED DELIVERY SERVICE

9.1 Applicability

Section 9 of this tariff shall be applicable in the following conditions:

- 9.1.1 All Customers whose service may be interrupted at any time during the year shall be required to take daily metered Delivery Service.
- 9.1.2 Any Customer, regardless of annual Gas Usage, may elect daily metered Delivery Service.
- 9.1.3 Customers under Rate Schedules G-43, G-46, G-53, G-54, G-57, and G-58 wishing to take Delivery Service are required to take Daily Metered Delivery Service. In addition, the Company may require a Customer to take daily metered Delivery Service if the Company determines that the daily Gas Usage characteristics of the Customer cannot be accurately modeled using the Company's Consumption Algorithm or if the volumes reasonably anticipated by the Company to be used by the Customer are of a size that may materially affect the integrity of the Company's distribution system.

9.2 Delivery Service Provided

This service provides delivery of Customer purchased Gas from the Designated Receipt Point to the Delivery Point on any Gas Day. For Customers taking Delivery Service under Rate Schedules **G-43, G-46, G-53, G-54, G-57, and G-58** this service provides firm, year-round delivery of Customer purchased Gas from the Designated Receipt Point to the Delivery Point.

9.3 Nominations and Scheduling of Service

- 9.3.1 The Supplier is responsible for nominating and delivering to the Designated Receipt Point(s) every Gas Day an amount of Gas that equals the aggregated Gas Usage of Customers in the Aggregation Pool plus the Company Gas Allowance in accordance with Section 8 of this tariff.
- 9.3.2 Nominations shall be communicated to the Company by electronic means as determined by the Company or, in the event of failure of such electronic means, by facsimile or other agreeable alternative means.

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- 9.3.3 Nominations for the first Gas Day of a Month shall be submitted to the Company no later than two (2) hours prior to the deadline for first of the Month Nominations of the Transporting Pipeline or such lesser period as determined by the Company. The Company will make available, from time to time, a schedule of Nomination due dates. Nominations on weekends, holidays, and non-business hours will be accepted by the Company on a basis consistent with that utilized for its own operations.
- 9.3.4 The Supplier may make daily Nominations including, but not limited to, changes to existing Nominations, within a given Month no later than two (2) hours prior to the deadline for daily Nominations of the Transporting Pipeline for the Gas Day on which the Nomination is to be effective, or such lesser period as determined by the Company. Nominations on weekends, holidays, and non-business hours will be accepted by the Company on a basis consistent with that utilized for its own operations.
- 9.3.5 The Supplier may make intra-Gas Day Nominations, including but not limited to changes to existing Nominations, within a given Gas Day no later than two (2) hours prior to the intra-Gas Day Nomination deadline for the Transporting Pipeline on which the Nomination is to be effective, or such lesser period as determined by the Company. Intra-Gas Day Nominations on weekends, holidays, and non-business hours will be accepted by the Company on a basis consistent with that utilized for its own operations.
- 9.3.6 Nominations will be conditionally accepted by the Company pending confirmation by the Transporting Pipeline. The Company will attempt to confirm the nominated volume with the Transporting Pipeline. In the event of a discrepancy between the volume nominated to the Company by the Supplier and the volume nominated by the Supplier to the Transporting Pipeline, the lower volume will be deemed confirmed. The Company will allocate such discrepancy based on a predetermined allocation method set forth in the Supplier Service Agreement. If no predetermined allocation method has been established prior to the event of such discrepancy, the Company will allocate the discrepancy on a pro rata basis.
- 9.3.7 Nominations may be rejected, at the sole reasonable discretion of the Company, if they do not satisfy the conditions for Delivery Service in effect from time to time.
- 9.4 Determination of Receipts
- 9.4.1 The quantity of Gas deemed received by the Company for the Supplier's Aggregation Pool at the Designated Receipt Point(s) will equal the volume so scheduled by the Transporting Pipeline(s).
- 9.4.2 The Company Gas Allowance will be assessed against receipts pursuant to Section 8 of this tariff.
- 9.5 Metering and Determination of Deliveries
- 9.5.1 The Company shall furnish and install, at the Customer's expense, telemetering equipment and any related equipment for the purpose of measuring Gas Usage at each Customer's Delivery Point. Telemetering equipment shall remain the property of the Company at all times. The Company shall require each Customer to install and maintain, at the Customer's expense, reliable telephone lines and electrical connections that meet the Company's operating requirements. The Company may require the Customer to furnish a dedicated telephone line. If the Customer fails to maintain such telephone lines and electrical connections for fourteen (14) consecutive days after notification by the Company, the Company may discontinue service to the Customer.

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- 9.5.2 Should a Customer or a Supplier request that additional telemetering equipment or a communication device be attached to the existing telemetering equipment in addition to that provided pursuant to Section 9.5.1, the Company shall install, test, and maintain the requested telemetering equipment or communication device; provided that such telemetering equipment or communication device does not interfere with the operation of the equipment required for the Company's purposes and otherwise meet the Company's requirements. The Customer or Supplier shall provide such telemetering equipment or communication device, unless the Company elects to do so. The Customer or Supplier shall bear the cost of providing and installing the telemetering equipment, communication device, or any other related equipment, and shall have electronic access to the Customer's Gas Usage information. Upon installation, the telemetering equipment or communication device shall become the property of the Company and will be maintained by the Company. The Company shall bill the Customer or Supplier after installation.
- 9.5.3 The Company shall complete installation of telemetering equipment and communication devices, if reasonably possible, within sixty (60) days of receiving a written request from the Customer or Supplier provided that the Customer completes the installation of any required telephone or electrical connections within ten (10) days of such request.
- 9.5.4 The Company may, at its sole discretion, bill the Customer on a calendar month or cycle month basis.
- 9.6 Balancing
- 9.6.1 The Supplier must maintain a balance between daily receipts and daily Gas Usage within the following tolerances:
- Off-Peak Season: The difference between the Supplier's aggregate actual receipts on the Transporting Pipeline to each Gas Service Area and the aggregated Gas Usage of Customers in the Aggregation Pool shall be within 15% of said receipts. The Supplier shall be charged 0.1 times the Daily Index for all differences not within the 15% tolerance.
- Peak Season: The difference between the Supplier's aggregate actual receipts on the Transporting Pipeline to each Gas Service Area and the aggregated Gas Usage of Customers in the Aggregation Pool shall be within 10% of said receipts. The Supplier shall be charged 0.5 times the Daily Index for all differences not within the 10% tolerance.
- Critical Day(s): The Company will determine if the Critical Day will be aggravated by an under-delivery or an over-delivery, and so notify the Supplier when a Critical Day is declared pursuant to Section 16.
- Critical Day That Will Be Aggravated by Under-delivery.
- Supplier who under-delivers. A Supplier who under-delivers on a Critical Day that will be aggravated by under-delivery shall be charged 5 times the Daily Index for the aggregated Gas Usage of Customers in the Aggregation Pool that exceeds 102% of the Supplier's aggregate actual receipts on the Transporting Pipeline to each Gas Service Area.
- Supplier who over-delivers. A Supplier who over-delivers on a Critical Day that will be aggravated by under-delivery shall be charged 0.1 times the Daily Index to the

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extent that the difference between the Supplier's aggregate actual receipts on the Transporting Pipeline to each Gas Service Area and the aggregated Gas Usage of Customers in the Aggregation Pool exceeds 20% of said receipts [(Receipts - Usage) > (20% x Receipts)].

Critical Day That Will Be Aggravated by Over-delivery.

Supplier who under-delivers. A Supplier who under-delivers on a Critical Day that will be aggravated by over-delivery shall be charged 0.1 times the Daily Index to the extent that the difference between the Supplier's aggregated Gas Usage of Customers in the Aggregation Pool exceeds 120% of the Supplier's aggregate actual receipts on the Transporting Pipeline to each Gas Service Area.

Supplier who over-delivers. A Supplier who over-delivers on a Critical Day that will be aggravated by over-delivery shall be charged 5 times the Daily Index to the extent that the difference between the Supplier's actual receipts on the Transporting Pipeline to each Gas Service Area and the Supplier's aggregated Gas Usage of Customers in the Aggregation Pool exceeds 2% of said receipts [(Receipts - Usage > (2% x Receipts)].

Point Specific Balancing: In the event that the Transporting Pipeline requires its customers to balance on a point-specific basis, the Supplier must balance pursuant to this Section at each Designated Receipt Point.

- 9.6.2 If the Supplier has an accumulated imbalance within a Month, the Supplier may nominate to reconcile such imbalance, subject to the Company's approval, which approval shall not be unreasonably withheld.
- 9.6.3 In addition to the charges set forth in Section 9.6.1, the Company shall flow through to the Supplier any pipeline imbalance penalty charges attributable to the Supplier.
- 9.6.4 If, as a result of the Company interrupting or curtailing service pursuant to Section 17 of this tariff, the Supplier incurs a daily imbalance penalty due to over delivery, the Company will waive such penalty for the First Day of the interruption or curtailment period. If the Company has issued notice of an interruption or curtailment in service and the Supplier is unable to change its Nomination, or if the Supplier's Gas has been delivered to the Designated Receipt Point, then the Company will credit such Gas against the Supplier's imbalance.
- 9.6.5 The Supplier will maintain a balance between receipts at the Designated Receipt Point(s) and the aggregated Gas Usage of Customers in each Aggregation Pool. If the Transporting Pipeline posts notice on its electronic bulletin board that its customers will be required to adhere to a maximum hourly flow rate, the Supplier will be deemed to have notice that maximum hourly flows will be in effect on the Company's distribution facilities as of the same time and for the same period as maximum hourly flows are in effect on the Transporting Pipeline. The Supplier's maximum hourly flow will be established based on an allocation of even hourly flows of daily receipts of Gas scheduled in the relevant period in accordance with the applicable transportation tariff of the Transporting Pipeline. All Gas Usage in excess of the Supplier's maximum hourly flow rate shall be subject to an additional charge of 5 times the Daily Index for each Dekatherm in excess of the Supplier's maximum hourly flow. The Company will notify the Supplier of the Supplier's maximum hourly flow.

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9.6.6 If, during any fifteen (15) consecutive Gas Days, the Supplier delivers an amount less than 70% of the sum of the aggregated Gas Usage of Customers in the Aggregation Pool in said Gas Days, the Company may declare the Supplier ineligible to nominate Gas for the following thirty (30) Gas Days. The Supplier shall have the opportunity to cure the imbalance with the demonstration of verifiable imbalance trades or otherwise within twenty-four (24) hours of notification by the Company. If the Supplier is declared ineligible to nominate Gas for such 30 Gas Days, the Supplier may be reinstated at the end of the 30 Gas Days, provided it posts security equal to the product of: (1) the maximum aggregate daily Gas Usage of Customers in the Aggregation Pool expressed in MMBtu and (2) \$300. If, within twelve (12) months of the first offense, such Supplier is declared ineligible to nominate Gas pursuant to this Section, the Supplier will be disqualified from service under this tariff for one (1) full year from the time of the second disqualification. If the Supplier defaults on its obligations under this tariff, the Company shall have the right to use such security to satisfy the Supplier's obligations. Such security may be used by the Company to secure Gas, transportation, and storage, and to cover other related costs incurred as a result of the Supplier's default. The security may also be used to satisfy any outstanding claims that the Company may have against the Supplier including imbalance charges, cash-out charges, pipeline penalty charges, and other charges.

9.7 Cash Out

For each Aggregation Pool, the Supplier must maintain total Monthly receipts within a reasonable tolerance of total Monthly Gas Usage. Any differences between total Monthly receipts for an Aggregation Pool and the aggregated Gas Usage of Customers in the Aggregation Pool, expressed as a percentage of total Monthly receipts, will be cashed out according to the following schedule:

Imbalance Tier	Over-deliveries	Under-deliveries
$0\% \leq 5\%$	The average of the Daily Indices for the relevant Month.	The highest average of seven consecutive Daily Indices for the relevant Month
$> 5\% \leq 10\%$	0.85 times the above stated rate.	1.15 times the above stated rate.
$> 10\% \leq 15\%$	0.60 times the above stated rate.	1.4 times the above stated rate.
$> 15\%$	0.25 times the above stated rate.	1.75 times the above stated rate.

For purposes of determining the tier at which an imbalance will be cashed out, the price will apply only to volumes within a tier. For example, if there is a 7% under-delivery on a Transporting Pipeline, volumes that make up the first 5% of the imbalance are priced at the highest average of the seven (7) consecutive Daily Indices. Volumes making up the remaining 2% of the imbalance are priced at 1.15 times the average of the seven (7) consecutive Daily Indices.

10 NON-DAILY METERED DELIVERY SERVICE

10.1 Applicability

Section 10 of this tariff applies to Customers taking Delivery Service under Rate Schedules G-41, G-42, G-51, G-52 and their Suppliers.

10.2 Delivery Service Provided

This service provides firm, year-round delivery of Customer purchased Gas from the Designated Receipt Point to the Delivery Point on any Gas Day for Customers, without the requirement of

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recording Gas Usage at the Delivery Point on a daily basis. Daily Nominations are calculated by the Company on the basis of a Consumption Algorithm and the Supplier is obligated to deliver to the Designated Receipt Point(s) such quantities.

10.3 Nominations and Scheduling of Service

- 10.3.1 The Supplier is obligated to nominate and deliver the Adjusted Target Volume (“ATV”), as determined in Section 10.3.2, to the Designated Receipt Points on every Gas Day for each Aggregation Pool.
- 10.3.2 The Company shall determine the ATV for each Aggregation Pool of Customers taking non-daily metered Delivery Service for each Gas Day using a Consumption Algorithm. The ATV shall include the Company Gas Allowance. On each Business Day, the Company will communicate, electronically, by facsimile, or by other agreeable alternative means, the forecasted ATV to the Supplier for at least the subsequent four (4) Gas Days. The ATV in effect for any Gas Day shall be the most recent ATV for that Gas Day communicated to the Supplier by the Company. The ATV for a given Gas Day shall not be effective unless it has been communicated to the Supplier at least two (2) hours prior to the Company’s Supplier Nomination deadline for that Gas Day, which shall be at least two (2) hours prior to the deadline for nominations on the Transporting Pipeline, or such lesser period as determined by the Company.
- 10.3.3 Nominations will be communicated to the Company electronically, by facsimile, or other agreeable alternative means.
- 10.3.4 Nominations for the first Day of a Month shall be submitted to the Company no later than two (2) hours prior to the deadline for first of the Month nominations of the Delivering Pipeline or such lesser period as determined by the Company. The Company will make available, from time to time, a schedule of nomination due dates. Nominations on weekends, holidays, and non-business hours will be accepted by the Company on a basis consistent with that utilized for its own operations.
- 10.3.5 The Supplier shall provide an intra-Month nomination no later than two (2) hours prior to the deadline of the Delivering Pipeline for the next Gas Day, or such lesser period as determined by the Company. Nominations on weekends, holidays, and non-business hours will be accepted by the Company on a basis consistent with that utilized for its own operations.
- 10.3.6 Nominations will be conditionally accepted by the Company pending confirmation by the Transporting Pipeline. The Company will attempt to confirm the nominated volume with the Transporting Pipeline. In the event of a discrepancy between the volume nominated to the Company by the Supplier and the volume nominated by the Supplier to the Transporting Pipeline, the lower volume will be deemed confirmed. The Company will allocate such discrepancy based on a predetermined allocation method set forth in the Supplier Service Agreement. If no predetermined allocation method has been established prior to the event of such discrepancy, the Company will allocate the discrepancy on a pro rata basis. The Company will not confirm any volume nominated by the Supplier in excess of the ATV.
- 10.3.7 In the event that the Supplier is unable to deliver a confirmed ATV Nomination, the Supplier may make intra-Gas Day Nominations relating to changes to existing Nominations within a given Gas Day no later than two (2) hours prior to the intra-Gas Day Nomination deadline for the Transporting Pipeline on which the Nomination is to be effective, or such lesser period as determined by the Company; provided, however, that the

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- 10.3.8 Nomination must be in conformance with the requirements of and must be permitted by the Transporting Pipeline. Intra-Gas Day Nominations on weekends, holidays, and non-business hours will be accepted by the Company on a basis consistent with that utilized by the Company for its own operations. The Company shall not adjust the ATV applied for the Gas Day.
- 10.3.9 Nominations may be rejected if they do not satisfy the conditions for Delivery Service in effect from time to time.
- 10.3.10 All quantities of Gas over-delivered or under-delivered to the Company's system in violation of an Operational Flow Order ("OFO") declared by the Company pursuant to Section 16 will be subject to the Critical Day provisions of Section 10.6.1 of this tariff, and the delivered quantity specified in the OFO will replace the ATV.
- 10.4 Determination of Receipts
- 10.4.1 The quantity of Gas deemed received by the Company for the Supplier's Aggregation Pool at the Designated Receipt Point(s) will equal the volume so scheduled by the Transporting Pipeline(s).
- 10.4.2 The Company Gas Allowance will be assessed against receipts pursuant to Section 8 of this tariff.
- 10.5 Metering and the Determination of Deliveries
- The Company shall record the Customer's Gas Usage at the Delivery Point by making actual meter reads on a monthly [or bi-monthly] basis. In the event that the Customer's Gas Usage is metered on a bi-monthly basis, the Company shall make available to the Supplier estimates of the Customer's Gas Usage for each of the two billing months.
- 10.6 Balancing
- 10.6.1 Any difference between the Supplier's ATV for an Aggregation Pool and the receipts on the Transporting Pipeline to the appropriate Designated Receipt Point(s) will be cashed out by the Company according to the following:
- Off-Peak Season: For receipts less than the ATV, the Supplier shall be charged 1.1 times the Daily Index for the difference. For receipts greater than the ATV, the Supplier shall be charged 0.8 times the Daily Index for the difference.
- Peak Season: For receipts less than the ATV but greater than or equal to 95% of the ATV, the Supplier shall be charged 1.1 times the Daily Index for the difference. For receipts less than 95% of the ATV, the Supplier shall be charged 1.1 times the Daily Index for the first 5% difference, and the Supplier shall be charged two (2) times the Daily Index for the remaining difference. For receipts greater than the ATV, the Supplier shall be charged 0.8 times the Daily Index for the difference.
- Critical Day(s) The Company will determine if the Critical Day will be aggravated by an under-delivery or an over-delivery, and so notify the Supplier when a Critical Day is declared pursuant to Section 16.

Critical Day That Will Be Aggravated by Under-delivery.

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Supplier who under-delivers. A Supplier who under-delivers on a Critical Day that will be aggravated by under-delivery shall be charged five (5) times the Daily Index for the difference between the ATV and actual receipts.

Supplier who over-delivers. A Supplier who over-delivers on a Critical Day that will be aggravated by under-delivery shall be charged the following amounts for all receipts in excess of the ATV:

- (a) up to 25% in excess of the ATV, the Supplier shall be charged the Daily Index for the difference.
- (b) for receipts in excess of 25% above the ATV, the Supplier shall be charged 0.8 times the Daily Index for the difference.

Critical Day That Will Be Aggravated By Over-delivery.

Supplier who over-delivers. A Supplier who over-delivers on a Critical Day that will be aggravated by over-delivery shall be charged 0.4 times the Daily Index for receipts greater than the ATV.

Supplier who under-delivers. A Supplier who under-delivers on a Critical Day that will be aggravated by over-delivery shall be charged the following amounts--for receipts less than the ATV but greater than or equal to 75% of the ATV, the Supplier shall be charged the Daily Index for the first 25% difference, and the Supplier shall be charged 1.1 times the Daily Index for the remaining difference.

10.6.2 In addition to the charges set forth in Section 10.6.1, the Company shall use a daily balancing charge calculation to account for balancing costs it incurs in serving each Aggregation Pool due to differences in forecast versus actual Heating Degree Days. The daily balancing charge shall be based on the sum of the absolute values of the daily differences between the Aggregation Pool's ATV and the recalculated ATV value described in Section 10.7.1 below. Such charge shall be billed to the Supplier monthly and shall reflect the cost of resources used by the Company to balance such differences for each Gas Day of the Month. The Company shall calculate such charge annually in its Winter Season Cost of Gas filing according to a formula as set forth in Attachment B.

10.6.3 In addition to the charges set forth in Section 10.6.1, the Company shall use a daily balancing charge calculation to account for balancing costs it incurs in serving each Aggregation Pool due to differences in forecast versus actual Heating Degree Days. The daily balancing charge shall be based on the sum of the absolute values of the daily differences between the Aggregation Pool's ATV and the recalculated ATV value described in Section 10.7.1 below. Such charge shall be billed to the Supplier monthly and shall reflect the cost of resources used by the Company to balance such differences for each Gas Day of the Month. The Company shall calculate such charge annually in its Winter Season Cost of Gas filing according to a formula as set forth in Attachment B.

In the event that the Transporting Pipeline requires its customers to balance on a point-specific basis, the Supplier must balance pursuant to this Section at each Designated Receipt Point.

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10.6.4 In addition to the charges set forth in Sections 10.6.1 and 10.6.2, the Company shall flow through to the Supplier any pipeline imbalance penalty charges attributable to the Supplier.

10.7 Cash Out

10.7.1 The Company shall use a daily cash out calculation to account for imbalances due to differences in forecast versus actual Heating Degree Days. Using a Consumption Algorithm, the Company will recalculate the ATV for each Aggregation Pool for each Gas Day of the Month, substituting actual Heating Degree Days for forecast Heating Degree Days. Daily recalculations shall be compared to the Aggregation Pool's daily ATV, and the difference shall be cashed out at 100% of the Daily Index.

10.7.2 During the billing months of both June and December, the Company shall use a six-month cash-out calculation to account for differences in forecast usage versus billed Gas Usage. The Company may cash-out differences in forecast usage versus billed usage at intervals that are less than six months as provided by the Supplier Service Agreement.

(1) In the billing month of June, using the recalculated ATV values described in Section 10.7.1, the Company will compare the sum of the recalculated ATV values for each Aggregation Pool for the six-month period of November 1 through April 30 to the sum of billed usage volumes used by each Aggregation Pool for that same period. The differences shall be cashed out at 100% of the average of the Daily Index weighted by actual Heating Degree Days over the same period. The Winter period cash-out shall be calculated and provided to Suppliers within 60 days of the month ending April 30.

(2) In the billing month of December, using the recalculated ATV values described in Section 10.7.1, the Company will compare the sum of the recalculated ATV values for each Aggregation Pool for the six-month period of May 1 through October 31 to the sum of the billed usage volumes used by each Aggregation Pool for that same period. The differences shall be cashed out at 100% of the average of the Daily Index over the same period. The Off-Peak period cash-out shall be calculated and provided to Suppliers within 60 days of the month ending October 31.

10.7.3 The Company shall allow Suppliers to trade seasonal differences. Prior to the seasonal cash-out, the Company shall make available a list of Suppliers. Aggregation Pools affected by the transaction must be located within the same Gas Service Area as defined in Section 4, unless waived by the Company. All trades must be communicated to the Company within three (3) Business Days following receipt of the list.

10.7.4 If, during any fifteen (15) consecutive Gas Days, the Supplier delivers an amount less than 70% of the sum of the ATVs of the Aggregation Pool in said Gas Days, the Company may declare the Supplier ineligible to nominate Gas for the following thirty (30) Gas Days. The Supplier shall have the opportunity to cure the imbalance with the demonstration of verifiable imbalance trades or otherwise within twenty-four (24) hours of notification by the Company. If the Supplier is declared ineligible to nominate Gas for such 30 Gas Days, the Supplier may be reinstated at the end of the 30 Gas Days, provided it posts security equal to the product of: (1) the Supplier's estimated maximum aggregate daily Gas Usage of Customers in the Aggregation Pool expressed in MMBtu and (2) \$300. If, within twelve (12) months of the first offense, such Supplier is declared ineligible to nominate Gas pursuant to this Section, the Supplier will be disqualified from service under this tariff for one (1) full year from the time of

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the second disqualification. If the Supplier defaults on its obligations under this tariff,
the Company shall have the right to use such security to

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- 10.7.5 satisfy the Supplier's obligations. Such security may be used by the Company to secure Gas, transportation, storage, and to cover other related costs incurred as a result of the Supplier's default. The security may also be used to satisfy any outstanding claims that the Company may have against the Supplier including imbalance charges, cash-out charges, pipeline penalty charges, and other charges.

11 CAPACITY ASSIGNMENT

11.1 Applicability

Section 11 of this tariff applies to all Suppliers that have enrolled one or more Customers into one or more Aggregation Pools and shall include Customers acting as their own Supplier. The Company shall assign and the Supplier shall accept each Customer's pro-rata share of Capacity, if any, as established in accordance with this Section.

11.2 Identification of Capacity for Assignment

- 11.2.1 On or before September 15 of each year, the Company shall communicate, by electronic means as determined by the Company or, in the event of failure of such electronic means, by facsimile or other agreeable alternative means, the Capacity to be made available for assignment to Suppliers on each of twelve Assignment Dates beginning in October.
- 11.2.2 The Company shall identify, by Gas Service Area, the specific contracts and resources for assignment to Suppliers based on the Company's Capacity and resource plans. Such identified contracts and resources shall be used to determine the pro-rata shares of Capacity assignable to a Supplier on behalf of the Customers enrolled in its Aggregation Pool.
- 11.2.3 Capacity assigned by the Company may include Company-Managed Supplies that effectuate, at maximum tariff rates, the assignment of certain Capacity contracts including Canadian, Federal Energy Regulatory Commission, 15 U.S.C. § 717(c) or Section 7(c) [Part 157 of the FERC regulations (18 C.F.R. part 157)] and other contracts that are not assignable to third-parties due to governing tariffs.

11.3 Determination of Pro-Rata Shares of Capacity

- 11.3.2 The Company shall establish a Total Capacity Quantity ("TCQ") for each Customer taking Delivery Service. The TCQ represents the total amount of Capacity assignable to a Supplier on behalf of a Customer.
- 11.3.3 For a Customer receiving Sales Service on or after March 14, 2000, the TCQ shall be the Customer's estimated Gas Usage on the Peak Day as determined by the Company each October prior to the Customer's enrollment into Supplier Service. The Company shall derive such estimate using a Daily Baseload and a Heating Factor based upon the Customer's historic Gas Usage during the Reference Period, or the best estimates available to the Company should actual Gas Usage information be partially or wholly unavailable.
- 11.3.4 For a Customer that was either receiving Supplier Service (or the equivalent form of service at the time) on March 14, 2000, or had an executed contract for firm transportation service (i.e., the equivalent of Delivery Service) on file with the Company on or before March 14, 2000, the TCQ shall be zero.
- 11.3.5 A Customer that was either receiving Supplier Service (or the equivalent form of service at the time) on March 14, 2000, or had a written request on file with the Company on or before March 14, 2000 may elect for its Supplier to accept assignment of its pro-rata share of Capacity as determined by the Company in accordance with Section 11.2 and, subject

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to availability, as determined by the Company in its sole reasonable discretion. In order to make such election, the Customer must have submitted to the Company, on or before ten (10) days prior to the first Assignment Date prior to the original effective date of this tariff, a completed application for Capacity that is signed by both the Customer and Supplier. All assignments of Capacity made on behalf of such electing Customer shall be executed in accordance with Sections 11 and 14 of this tariff as if the Customer had been receiving Sales Service on or after March 14, 2000

- 11.3.5 For a new Customer taking Supplier Service as its initial service after March 14, 2000, the TCQ shall be zero except in cases where the Customer is a new Customer of record at a meter location where a former Customer of record received firm service from the Company any time during the preceding twenty-four (24) months, in which case the TCQ established by the Company for the former Customer shall become the TCQ for the new Customer. The Company may reduce said TCQ value for the new Customer, if, in its sole reasonable discretion, the Company determines that the old Customer's TCQ exceeds the new Customer's estimated future consumption on the Peak Day. In the event that Sales Service is provided at a new meter location for Gas Usage associated with new construction, the TCQ shall be zero, provided that the Customer initiates Supplier Service upon the completion of said new construction in accordance with Section 20.5 of this tariff
- 11.3.6 Once the Company establishes a TCQ for a Customer pursuant to this Section 11.3, it shall remain in effect for the purpose of determining the Customer's pro-rata shares of Capacity until such time that the Customer returns to Sales Service. The Company shall establish a new TCQ value for the Customer pursuant to Section 11.3.2 if the Customer again elects to take Supplier Service after returning to Sales Service, unless otherwise established herein..
- 11.3.7 The Company shall determine the pro-rata shares of Pipeline Capacity, Storage Withdrawal Capacity, and Peaking Capacity assignable to a Supplier on behalf of a Customer as the product of the Customer's TCQ times the applicable Capacity Allocators. The Capacity Allocators for each class of Customers billed under the Company's Rate Schedule shall be set forth annually in Attachment C to this tariff.
- 11.3.8 The Company shall determine the pro-rata share of Seasonal Storage Capacity assignable to a Supplier on behalf of a Customer consistent with the tariffs governing the associated Storage Withdrawal Capacity.
- 11.3.9 The Company shall determine the pro-rata shares of Peaking Supply assignable to a Supplier in accordance with Section 14 of this tariff.

11.4 Capacity Assignments

- 11.4.1 On each Assignment Date, the Company will assign to the Supplier the pro-rata shares of Capacity on behalf of each Customer as determined by the Company in accordance with Sections 11.2, 11.3 and 11.7.
- 11.4.2 The total amount of Pipeline Capacity, Storage Withdrawal Capacity, and Peaking Capacity assigned to the Supplier on behalf of the Customers in an Aggregation Pool shall be at least equal to the cumulative sum of the pro-rata shares of Pipeline Capacity, Storage Withdrawal Capacity, and Peaking Capacity for all Customers enrolled in said Aggregation Pool as of Five (5) Business Days prior to the Assignment Date.
- 11.4.3 Storage Withdrawal Capacity shall be subject to Operational Flow Orders that are issued by the Company pursuant to Section 16 of this tariff, in the event that the Company requires the Supplier to deliver or to store quantities of Gas for the purposes of managing system

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imbalances and maintaining Delivery Service. Whenever the Company assigns incremental Storage Withdrawal Capacity to the Supplier, the Company shall also assign to that Supplier additional Seasonal Storage Capacity pursuant to Section 11.8.

11.4.4 The Peaking Capacity assigned to the Supplier shall establish the Maximum Daily Peaking Quantity ("MDPQ") for the Aggregation Pool in the Supplier's Service Agreement. In the event that the Company increases a Supplier's MDPQ, the Company shall also assign to that Supplier additional Peaking Supply pursuant to Section 14.

11.4.5 The Company shall execute Capacity assignments in increments of 200 MMBtus. The Supplier shall accept an initial increment of Capacity on the first Assignment Date when the sum of the pro-rata shares of Capacity assigned to the Supplier pursuant to Section 11.4.1 exceeds 150 MMBtus. The Supplier shall accept additional increments of Capacity on the following Assignment Dates commensurate with any cumulative increase in the sum of pro-rata shares of Capacity assigned to the Supplier, as rounded to the nearest 200 MMBtus. Each increment of Capacity accepted by the Supplier shall comprise Pipeline Capacity, Storage Withdrawal Capacity, and Peaking Capacity in proportion to the cumulative increase of the pro-rata shares of assigned Capacity as established in accordance with Section 11.4.1. Section 11.4.2 shall not apply to a Customer that is acting as its own Supplier.

11.4.6 If a Customer is acting as its own Supplier, the Company shall assign Capacity to the Customer in an amount equal to the Customer's TCQ, as established pursuant to Section 11.3.

11.5 Release of Contracts

11.5.1 With the exception of Company-Managed Supplies and Peaking Capacity, Capacity contracts shall be released by the Company to the Supplier, at the maximum tariff rate or lesser rate paid by the Company and including all surcharges, through pre-arranged Capacity releases, pursuant to applicable laws and regulations and the terms of the governing tariffs.

11.5.2 Capacity contracts released to a Supplier on an Assignment Date shall be released for a term beginning on the first Gas Day of the Month following the Assignment Date through the expiration date of the respective capacity contract being assigned. and ending on October 31. For example, contracts assigned to a Supplier on April 25 of a given year shall be released for a term beginning on May 1 of that year and ending on October 31 of that year.

11.5.3 The Company reserves the right to adjust releases of Storage Withdrawal Capacity in the event that fifty percent (50%) or more of the total Storage Withdrawal Capacity serving a Gas Service Area has been assigned to Suppliers. Such adjustments may include, but are not limited to, the reassignment of certain Storage Withdrawal Capacity as Company-Managed Supplies in order for the Company to maintain operational control over Capacity resources associated with system balancing, and/or the retention of specific Capacity resources associated with system balancing and the implementation of a balancing charge to offset the associated costs.

11.6 Annual Reassignment of Capacity

11.6.1 On each Annual Reassignment Date, the Company shall adjust the Capacity assignments previously made to a Supplier to conform with the Company's resource and requirements plans. Such previously assigned Capacity shall be replaced by the assignment to the Supplier of the pro-rata shares of the same or similarly situated Capacity on behalf of the

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Customers enrolled in the Supplier's Aggregation Pools (as of the first Gas Day of the Month following the Annual Reassignment Date).

- 11.6.2 If the reassignment of Storage Withdrawal Capacity requires adjustments to the Seasonal Storage Capacity previously assigned to a Supplier, the Company shall reassign Seasonal Storage Capacity to such Supplier, and the Company and the Supplier shall address any associated increments and decrements to inventories in place pursuant to Section 11.8 of this tariff.
- 11.6.3 If the reassignment of Peaking Capacity requires adjustments to the MDPQ for the Supplier's Aggregation Pool, the Company shall reassign Peaking Supply to such Supplier, and the Company and the Supplier shall address any associated increments and decrements to supplies pursuant to Section 14 of this tariff.
- 11.7 Recall of Capacity
- 11.7.1 If the pro-rata shares of Capacity assignable to a Supplier decline because one or more of the Supplier's Customers has returned to Sales Service, the Company shall have the right, but not the obligation, to recall from the Supplier the pro-rata shares of Capacity previously assigned to the Supplier on behalf of such Customers. The decision on whether to exercise its Capacity-recall rights shall be made by the Company in its sole reasonable discretion. If the Company elects to recall Capacity from a Supplier pursuant to this Section, such recall shall be made on the Assignment Date following the effective date of the Customer's return to Sales Service. Notwithstanding the foregoing, in the following circumstances the Company shall be required to recall Capacity associated with Customers returning to Sales Service:
- (a) The Supplier returning the Customers to Sales Service certifies that it is ceasing all business operations in New Hampshire;
 - (b) The Supplier returning the Customers to Sales Service certifies that it will no longer offer service to a particular market sector (e.g., small commercial and industrial Customers) and, therefore, once such Customers are returned to Sales Service, the Supplier is not eligible to re-enroll Customers of that type; or
 - (c) The Supplier demonstrates that it has provided Supplier Service to the Customer for a 12-month period, and for a period of no less than any 12-month increment, prior to the Customer's return to Sales Service.
- 11.7.2 If the Company elects to recall Storage Withdrawal Capacity from the Supplier pursuant to this Section, the Company shall reduce the Seasonal Storage Capacity associated with the affected Aggregation Pool in accordance with Section 11.8 of this tariff. If the Company elects to reduce the MDPQ in the Supplier Service Agreement, the Company shall reduce the Peaking Supply associated with the affected Aggregation Pool in accordance with Section 14 of this tariff.
- 11.7.3 In the event that a Customer in a Supplier's Aggregation Pool switches to another Supplier, the Company shall recall from the former Supplier said Customer's pro-rata shares of Capacity for reassignment to the new Supplier pursuant to Section 11.4. There shall be no change in the Customer's TCQ used to determine the Customer's pro-rata shares of Capacity for reassignment to the new Supplier. The recall of such Capacity from the Customer's former Supplier and the assignment of Capacity to the new Supplier shall be made on the Assignment Date following the effective date of the Customer's switch in Suppliers.

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If the Company recalls Storage Withdrawal Capacity from the Customer's former Supplier, the Company shall reduce the Seasonal Storage Capacity associated with the affected Aggregation Pool in accordance with Section 11.8 of this tariff. If the Company reduces the MDPQ in the Customer's former Supplier's Service Agreement, the Company shall also reduce the Peaking Supply associated with the affected Aggregation Pool in accordance with Section 14 of this tariff.

- 11.7.4 The recall of Capacity by the Company shall entail the recall of released contracts pursuant to governing tariffs and/or the reduction in assigned quantities set forth in the Supplier Service Agreement. The recall of Capacity shall be executed in decrements of 200 MMBtus, commensurate with the cumulative reduction in the pro-rata shares of Capacity assigned to the Supplier, rounded to the nearest 200 MMBtus. Each decrement of Capacity assigned to the Supplier shall comprise Pipeline Capacity, Storage Withdrawal Capacity, and Peaking Capacity in proportion to the cumulative decrease in the pro-rata shares of Capacity recalled from the Supplier.

In the event that a Supplier is declared ineligible to nominate Gas for thirty (30) Gas Days pursuant to Sections 9.6.6 or 10.7.4 of this tariff, the Company shall have the right to recall any or all Capacity assigned to said Supplier. If the Supplier is reinstated at the end of such 30 Gas Days, the Company shall reassign Capacity to the Supplier on the next Assignment Date pursuant to Sections 11.4 and 11.5. There shall be no change in the TCQ values used to determine the Supplier's Customers' pro-rata shares of Capacity for reassignment.

- 11.7.5 In the event that a Supplier is disqualified from service for a one (1) full year pursuant to Sections 9.6.6 or 10.7.4 of this tariff, the Company shall have the right to recall any or all Capacity assigned to said Supplier. If the Supplier is reinstated at the end of such period, the Company shall reassign Capacity to the Supplier on the next Assignment Date pursuant to Sections 11.4 and 11.5. There shall be no change in the TCQ values used to determine the Supplier's Customers' pro rata shares of Capacity reassignments.
- 11.7.6 In the event that the Supplier fails to meet the applicable registration and licensing requirements established by law or regulation, fails to satisfy the requirements and practices as set forth in Section 20.3 of this tariff, fails to be and remain an approved shipper on the upstream pipelines and underground storage facilities on which the Company will assign capacity, fails to make timely payment under the assigned contracts, or fails to comply with or perform any of the obligations on its part established in this tariff or in the Supplier Service Agreement, the Company shall have the right to recall permanently any or all Capacity assigned to said Supplier. This section shall also apply to a Customer acting as its own Supplier.
- 11.7.7 The Supplier shall forfeit its rights to Capacity recalled by the Company pursuant to this Section. Such forfeiture shall be effected in accordance with applicable laws and regulations and the governing tariffs. In the event of Capacity forfeiture pursuant to this Section, the Supplier shall be responsible to compensate the Company for any payments due under the contracts prior to forfeiture, as well as any interest due thereon. The Company will not exercise discretion in the application of the forfeiture provisions of this Section. This section shall also apply to a Customer acting as its own Supplier.

11.8 Seasonal Storage Capacity

- 11.8.1 On each Assignment Date, the Company shall release Seasonal Storage Capacity to a Supplier that accepts the assignment of Storage Withdrawal Capacity pursuant to Section 11.4. The Company shall assign such Seasonal Storage Capacity consistent with the tariffs governing the release of the associated Storage Withdrawal Capacity.

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- 11.8.2 If the Company assigns Seasonal Storage Capacity to a Supplier pursuant to Section 11.8.1 above, the Company shall transfer in-place Gas inventories to the Supplier. The quantity of inventories to be transferred from the Company to the Supplier shall be determined by multiplying the incremental Seasonal Storage Capacity assigned to the Supplier on the Assignment Date times the applicable storage inventory percentage described in Section 11.8.5. The Supplier shall be charged the Company's weighted average cost of inventories in off-system storage facilities for each Dekatherm transferred from the Company to the Supplier. The Company shall communicate, by electronic means as determined by the Company or, in the event of failure of such electronic means, by facsimile or other agreeable alternative means, the Company's weighted average cost of inventories, by Gas Service Area, at least two Business Days prior to each Assignment Date.
- 11.8.3 In the event that the Company recalls Storage Withdrawal Capacity from the Supplier pursuant to Section 11.7, the Company shall also recall Seasonal Storage Capacity from the Supplier. The Company shall determine the total Seasonal Storage Capacity to be recalled from the Supplier in accordance with the tariffs governing the Storage Withdrawal Capacity returned to the Company.
- 11.8.4 If the Company recalls Seasonal Storage Capacity from a Supplier pursuant to Section 11.8.3, the Supplier shall transfer in-place Gas inventories to the Company. The quantity of inventories to be transferred from the Supplier to the Company shall be determined by multiplying the decremental Seasonal Storage Capacity times the applicable storage inventory percentage described in Section 11.8.5. The Supplier shall be reimbursed at the Company's weighted average cost of inventories in off-system storage facilities as of the Assignment Date, for each Dekatherm transferred from the Supplier to the Company. The Company shall communicate, by electronic means as determined by the Company or, in the event of failure of such electronic means, by facsimile or other agreeable alternative means, the Company's weighted average cost of inventories, by Gas Service Area, at least two (2) Business Days prior to each Assignment Date.
- 11.8.5 Seasonal storage inventory percentages shall represent the amount of Seasonal Storage Capacity in each assigned storage resource that is assumed to be filled with inventories as of the first Gas Day of the month following the Assignment Date. Each September, the Company shall communicate, by electronic means as determined by the Company or, in the event of failure of such electronic means, by facsimile or other agreeable alternative means, the storage inventory percentages for each resource that shall be applied to incremental or decremental Seasonal Storage Capacity assignments executed on each of the twelve (12) Assignment Dates beginning in October.
- 11.9 Company-Managed Supplies
- 11.9.1 The Company shall provide access to and ascribe cost responsibility for the pro-rata shares of certain Capacity contracts including Canadian, Federal Energy Regulatory Commission, 15 U.S.C. § 717(c) or Section 7(c) [Part 157 of the FERC regulations (18 C.F.R. part 157)], and other contracts that are not assignable to third-parties.
- 11.9.2 The Supplier's Service Agreement shall set forth the quantity of each Company-Managed Supply assigned to the Supplier pursuant to Sections 11.4 and 11.8.
- 11.9.3 The Company shall notify the Supplier of the conditions and/or restrictions on the use of Company-Managed Supplies pursuant to the tariffs governing the resources.
- 11.9.4 The Company shall invoice the Supplier for its pro-rata shares of the demand charges for Capacity contracts assigned to the Supplier as Company-Managed Supplies. The Company

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shall also flow through to the Supplier all costs, including Supply costs, incurred from the utilization of Company-Managed Supplies on behalf of the Supplier.

- 11.9.5 The Company shall nominate quantities to the Transporting Pipeline and/or other interstate pipelines and off-system storage operators on behalf of Suppliers to which the Company has assigned Company-Managed Supplies, provided that the requested Nomination conforms to the tariffs governing the resource. The Supplier shall communicate its desired Nomination quantities to the Company subject to the provisions in Sections 9.3 and 10.3 of this tariff.

11.10 Capacity Mitigation Service

- 11.10.1 Capacity Mitigation Service is available to Suppliers that have been assigned Capacity pursuant to Section 11 of this tariff. Such Suppliers shall have the option to take Capacity Mitigation Service from the Company for contracts that would otherwise be released to the Supplier in accordance with this tariff.
- 11.10.2 Within five (5) Business Days prior to the Annual Reassignment Date, the Supplier must designate those contracts that would otherwise be released to the Supplier pursuant to Section 11.5, as contracts to be managed by the Company for cost mitigation in accordance with the Company's Capacity Mitigation Service. Such designation will be effective for the period November 1 through October 31. Such notice shall be communicated in accordance with the Supplier's Service Agreement.
- 11.10.3 The Supplier shall pay to the Company the maximum-tariff rate or lesser rate paid by the Company, including all surcharges, for the Capacity contracts that are retained and managed by the Company. The Company shall bill the Supplier monthly for such charges.
- 11.10.4 The Company will market Capacity contracts designated by Suppliers for mitigation through the Capacity Mitigation Service. The Supplier shall receive a credit on its bill for Capacity Mitigation Service equal to the pro-rata share of the proceeds earned from the Company in exchange for such contract management. Such credit shall be determined on a contract-specific basis at the end of each Month and will be included in the bill sent to the Supplier in the following Month.

12 BILLING AND SECURITY DEPOSITS

- 12.1 The Customer shall be responsible for all charges for service furnished by the Company under the Company's applicable rates, as filed from time to time with the NHPUC, from the time service is commenced until it is terminated. The Company shall provide a single bill, reflecting unbundled charges, to Customers for Sales Service.
- 12.2 The Company shall offer two billing service options to Customers taking only Delivery Service: standard complete billing service and standard pass-through billing service. The Supplier shall inform the Company of the selected billing option in accordance with the provisions set forth in Section 20.5

12.2.1 Standard Complete Billing Service

The Customer shall receive a single bill from the Company for both Delivery Service and Supplier Service. The Company shall use the rates supplied by the Supplier to calculate the Supplier's portion of the single bill and integrate this billing within a single mailing to the Customer. The Company may charge a fee to the Supplier for providing this billing service as approved by the NHPUC.

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The Supplier shall adhere to the Customer classes and rate structure as specified in the Company's then current Rate Schedule on file with and approved by the NHPUC. The Company shall reasonably accommodate, at the Supplier's expense, different Customer classes or rate structures as agreed to by the Company and the Supplier in the Supplier Service Agreement.

The Company shall provide an electronic file to the Supplier that will, in addition to the usage being billed, contain the calculated Supplier billing amounts for the current billing cycle. Customer revenue due the Supplier shall be transferred to the Supplier in accordance with the Supplier Service Agreement. Upon receipt of Customer payments, the Company shall provide a file for the Supplier summarizing all revenue from Supplier sales which have been received and recorded that day.

If a Customer pays the Company less than the full amount billed, the Company shall apply the payment first to Delivery Service, and if any payment remains, it shall be applied to Supplier Service.

12.2.2 Standard Pass-through Billing Service

The Customer taking Delivery Service shall receive two (2) bills: the Company shall issue one bill for Delivery Service and the Supplier shall issue a second bill for Supplier Service.

The Supplier shall be responsible for the collection of amounts due to the Supplier from the Customer. Customer payment responsibility with Suppliers shall be governed by the particular Customer/Supplier contract.

Within three (3) Business Days following the end of the Customer's billing cycle, the Company shall provide an electronic file for the Supplier that will contain the Customer's usage being billed including the current and previous meter readings.

12.2.3 The Company shall inform a Customer when Supplier Service has been initiated by a Supplier along with information on how the Customer may file a complaint regarding an unauthorized initiation of Service. This information shall be included on the first bill rendered to the Customer after such initiation.

12.2.4 A Customer acting as its own Supplier will be subject to the billing and payment requirements in Section 20.8 of this tariff.

12.2.5 Readings taken by an automated meter reading device will be considered actual readings for billing purposes.

13 SALES SERVICE

13.1 Sales Service is the Commodity service provided by the Company for Customers not electing to subscribe to Supplier Service and shall be provided by the Company, or its designated Supplier, in accordance with this tariff. Each Customer receiving Sales Service shall receive one bill from the Company reflecting delivery and Commodity charges.

13.2 A Customer receiving Sales Service on March 14, 2000 shall continue to receive Sales Service unless the Customer elects to take Supplier Service and until such time that Supplier Service is initiated for the Customer in accordance with Section 20.5 of this tariff. If the Customer terminates Supplier Service, if a Supplier terminates service to the Customer, or if the Customer's designated Supplier becomes ineligible to serve the Customer pursuant to Sections 9.6.6, 10.7.4, or 20.3 of this tariff, the Company will provide Sales Service to the Customer. Pursuant to Section 20.5 of this tariff, the Company will initiate Sales Service for the Customer and will provide Sales Service to the Customer until such time that Supplier Service is initiated for the Customer by a new Supplier.

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Neil Proudman
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- 13.3 Any Customer whose Supplier has been assigned Capacity on behalf of said Customer pursuant to Section 11 of this tariff may elect to return to Sales Service if the Customer is no longer receiving Supplier Service. If necessary, the Company will initiate Sales Service for the Customer pursuant to Section 20.5 of this tariff and will provide the Customer with Sales Service until such time that Supplier Service is initiated for the Customer by a new Supplier. The Company will provide Sales Service to said Customer up to a maximum daily level of Gas Usage not to exceed the Total Capacity Quantity ("TCQ") of recallable Capacity assigned to the Customer's former Supplier.
- 13.4 In the event that a Supplier that has been assigned Capacity on behalf of a Customer pursuant to Section 11 of this tariff terminates Supplier Service to the Customer, the Customer may select another Supplier. If necessary, the Company will initiate Sales Service for the Customer pursuant to Section 20.5 of this tariff and will provide the Customer with Sales Service until Supplier Service is initiated for the Customer by a new Supplier. The Company will provide Sales Service to the Customer up to a maximum daily level of Gas Usage not to exceed the TCQ of recallable Capacity assigned to the Customer's former Supplier.
- 13.5 In the event that a Supplier that has been assigned Capacity on behalf of a Customer pursuant to Section 11 of this tariff becomes ineligible to serve the Customer pursuant to Sections 9.6.6, 10.7.4, or 20.3 of this tariff, the Company will provide the Customer with Sales Service up to a maximum daily level of Gas Usage not to exceed the TCQ of recallable Capacity assigned to the Customer's Supplier.
- 13.6 The Company shall be under no obligation to provide Sales Service to a Customer at a maximum daily level in excess of the TCQ of recallable Capacity assigned to a Supplier on behalf of the Customer. The Company may elect to provide Sales Service to the Customer if, and to the extent that, adequate system Capacity and Supplies are available and upon the same terms and subject to the same conditions as any new Customer seeking to take Sales Service.

14 PEAKING SERVICE

14.1 Applicability

Section 14 of this tariff applies to all Suppliers, and to all Customers acting as their own Supplier, that have been assigned, or have elected to be assigned, Capacity on behalf of themselves or Customers in their Aggregation Pools pursuant to Section 11 of this tariff.

14.2 Character of Service

14.2.1 Peaking Service shall be provided by the Company subject to an executed Supplier Service Agreement that sets forth the Maximum Daily Peaking Quantity ("MDPQ") and the assigned Peaking Supply for each of the Supplier's Aggregation Pools.

14.2.2 The Company shall provide quantities of Gas, at the Supplier's request, from the Supplier's Peaking Service Account as established in accordance with Section 14.4. Such quantities shall be deemed delivered by the Company and received by the Company at the Designated Receipt Point(s) for the Aggregation Pool. Peaking Service shall be firm and available to the Supplier each Gas Day in accordance with the balance of the Supplier's Peaking Service Account and the parameters of the Company's Peaking Service Rule Curve.

14.3 Rates and Charges

14.3.1 The applicable rates for Peaking Service shall be established in the Company's tariff. The Supplier shall pay a peaking demand charge based on its MDPQ of assigned Peaking Capacity as billed by the Company for the Peak Season. Such unit demand charge shall be equal to the total Capacity costs and other fixed costs associated with the Company's

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peaking resources, excluding costs collected through Delivery rates, divided by the estimated peaking resources needed to meet the Company's total system Peak Day requirement.

- 14.3.2 The Supplier shall pay a Commodity charge equal to the estimated weighted average cost of peaking supplies, including fuel retention and carrying charges. The Company shall communicate electronically, by facsimile or by other agreeable alternative means the Company's estimated weighted average cost of peaking supplies by the 15th of the month preceding the next Assignment Date. The Commodity charge will be multiplied by the volumes of Peaking Service Gas nominated by the Supplier during each Month.

14.4 Peaking Supply

- 14.4.1 The Customer's portion of the Peaking Supply that shall be assigned to the Supplier on behalf of the Customer shall be equal to the Peaking Supply multiplied by the ratio of the Customer's MDPQ to the aggregate MDPQ of the total system.
- 14.4.2 On each Assignment Date, the Company shall assign Peaking Supply to a Supplier whose MDPQ has been increased pursuant to Section 11.4. If the Company assigns incremental Peaking Supply to a Supplier, the Company shall credit the balance of the Supplier's Peaking Service Account for volumes available through October 31 in accordance with the Peaking Service Rule Curve. The amount credited to the Supplier's Peaking Service Account shall be determined by multiplying the incremental Peaking Supply by the peaking inventory percentage described in Section 14.4.5.
- 14.4.3 On each Assignment Date, the Company shall recall Peaking Supply from a Supplier whose MDPQ has been decreased pursuant to Section 11.7. The Company shall determine the Supplier's total Peaking Supply for recall to be equal to the difference between the cumulative total Peaking Supply assigned to the Supplier as of the previous Assignment Date and the total Peaking Supply that is assignable to the Supplier in accordance with Section 14.4.1 above.
- 14.4.4 If the Company recalls Peaking Supply from a Supplier pursuant to Section 14.4.3, the Company shall debit the balance of the Supplier's Peaking Service Account for volumes available through October 31 in accordance with the Peaking Service Rule Curve. The amount debited from the Supplier's Peaking Service Account shall be determined by multiplying the decremental Peaking Supply by the peaking inventory percentage described in Section 14.4.5.
- 14.4.5 The peaking inventory percentage shall represent the level of Peaking Supply assumed to be available to a Supplier in its Peaking Service Account as of the first Gas Day of the Month following the Assignment Date for incremental and decremental assignments of Peaking Supply. Each September, the Company shall communicate electronically, by facsimile or by other agreeable alternative means the Peaking Inventory Percentages that shall be applied to incremental or decremental Peaking Supply assignments executed on each of the twelve (12) Assignment Dates beginning in October.
- 14.4.6 On each Annual Reassignment Date, the Company shall reset the balance in the Supplier's Peaking Service Account to equal the total Peaking Supply assignable to the Supplier on behalf of Customers enrolled in its Aggregation Pool (as of the first Gas Day of the Month following the Annual Reassignment Date) as determined in accordance with Section 14.4.1 above.

14.5 Nomination of Peaking Service

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- 14.5.1 The Supplier shall nominate with the Company the quantity of Peaking Supply, not in excess of the amount determined pursuant to Section 14.4.2, that the Supplier desires to be provided from its Peaking Service Account for the applicable Gas Day. For an Aggregation Pool of Customers taking daily metered Delivery Service, the notice given by the Supplier to the Company for an applicable Gas Day shall be made in accordance with Section 9.3 of this tariff. For an Aggregation Pool of Customers taking non-daily metered Delivery Service, the notice given by the Supplier to the Company for an applicable Gas Day shall be made in accordance with Section 10.3 of this tariff.
- 14.5.2 In response to a valid Nomination for Peaking Service, the Company shall provide the requested quantity of Gas, which shall be deemed to be delivered by the Company and received by the Company at the Designated Receipt Point(s) of the Supplier's Aggregation Pool, subject to the limitations herein. Nominated quantities shall be included in the determination of receipts at the Designated Receipt Point(s) for the Supplier's Aggregation Pool which factors into the daily balancing provisions set forth in this tariff.
- 14.5.3 The Company may reject a Supplier's Nomination for Peaking Service if the nominated quantity would cause the balance of the Supplier's Peaking Service Account to fall to a level that is 10% or more below the minimum allowable account balance for the Month in which the Nomination is requested, as computed in accordance with the Peaking Service Rule Curve. Under such circumstances, the Company shall require the Supplier to nominate the pipeline and/or storage resources, within the contract entitlements assigned to the Supplier under Section 11, required to maintain the Supplier's Peaking Service Account above the minimum allowable account balance described above. The balance of the Supplier's Peaking Service Account may not in any event fall below zero (0).
- 14.5.4 The Company shall provide Peaking Service supplies to the Supplier only when the volumes in the Peaking Service Account for the Aggregation Pool are greater than zero (0).
- 14.6 Peaking Service Critical Day Provisions
- 14.6.1 In the event that the volumes in a Supplier's Peaking Service Account for an Aggregation Pool are reduced to a level below the minimum allowable account balance as computed in accordance with the Company's Peaking Service Rule Curve, the Company may issue an OFO to such Supplier pursuant to Section 16 of this tariff.
- 14.6.2 In the event that the total volumes of all Peaking Service Accounts within one or more of the Company's Gas Service Areas are reduced to levels below the total minimum allowable account balances as computed in accordance with the Company's Peaking Service Rule Curve, the Company may declare a Critical Day and issue a blanket OFO pursuant to Section 16 of this tariff.
- 14.6.3 If, on a Critical Day, the Company projects, based on the Supplier's Nominations, that the Supplier's scheduled deliveries to the Designated Receipt Point(s) of an Aggregation Pool are less than the maximum feasible volumes for deliveries on the Transporting Pipeline, the Company may issue an OFO to the Supplier in accordance with Section 16 of this tariff.

15 DISCONTINUANCE OF SERVICE

- 15.1 The Company shall notify a Customer's Supplier of record that it has initiated any applicable billing and termination procedures as prescribed by the NHPUC. In the event that the Company discontinues Delivery Service to a Customer in accordance with the provisions set forth above, the Company shall provide electronic notification to the Customer's Supplier of record upon final

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billing to the Customer. The Company shall not be liable for any revenue loss to the Supplier as a result of any such disconnection.

16 OPERATIONAL FLOW ORDERS AND CRITICAL DAYS

- 16.1 In the event of a material and significant threat to the operational integrity of the Company's system, the Company may declare a Critical Day.
- 16.2 Circumstances constituting a threat to the operational integrity of the system that may cause the Company to declare a Critical Day shall include, but not be limited to: (1) a failure of the Company's distribution, storage, or production facilities; (2) near-maximum utilization of the Company's distribution, storage, production, and Supply resources; (3) inability to fulfill firm service obligations; and (4) issuance of an OFO or similar notice by upstream transporters.
- 16.3 In the event that the Company has declared a Critical Day, the Company will have the right to issue an Operational Flow Order ("OFO") in which the Company may instruct Suppliers to take such action as conditions require, including, but not limited to, diverting Gas to or from the Company's distribution system, within the contract entitlements, if any, assigned to the Supplier under Section 11 hereof. An OFO may be issued on a pipeline or point-specific basis. An OFO may be issued by the Company as a blanket order to all Suppliers or to an individual Supplier whose actions are determined by the Company to jeopardize system integrity. The Company may issue an OFO to an individual Supplier if the Company faces Gas cost exposure in excess of daily cashout or imbalance penalties as set forth in Sections 9.6, 9.7, 10.6, and 10.7 for any under-deliveries or over-deliveries caused by that Supplier.
- 16.4 The Company will provide the Supplier with as much notice as is reasonably practicable of the issuance and removal of a Critical Day or an OFO; under most circumstances, the Company intends to provide at least twenty-two (22) hours' notice prior to the start of the Gas Day for the issuance of the Critical Day or OFO. Notification of the issuance and removal of a Critical Day or an OFO will be made by means as established in the Supplier Service Agreement. The Supplier will be responsible for coordinating with its Customers any change to the Customer's quantity of Gas Usage. An OFO or Critical Day will remain in effect until its removal by the Company.
- 16.5 All quantities of Gas over-delivered or under-delivered to the Company's system in violation of an OFO will be subject to the Critical Day provisions of Sections 9.6 and 10.6 of this tariff.

17 FORCE MAJEURE AND LIMITATION OF LIABILITY

- 17.1 Neither the Company nor the Supplier will be liable to the other for any act, omission, or circumstance occasioned by or in consequence of any event constituting force majeure, and unless it is otherwise expressly provided herein, the obligations of the Company and the Supplier then existing hereunder will be excused during the period thereof to the extent affected by such event of force majeure, provided that reasonable diligence is exercised to overcome such event. As used herein, force majeure will mean the inability of the Company or the Supplier to fulfill its contractual or regulatory obligations: as a result of compliance by either party with an order, regulation, law, code, or operating standard imposed by a governmental authority; by reason of any act of God or public enemy; by reason of storm, flood, fire, earthquake, explosion, civil disturbance, labor dispute, or breakage or accident to machinery or pipeline (which breakage or accident is not the result of the negligence or misconduct of the party claiming force majeure); by reason of any declaration of force majeure by upstream Transporting Pipelines; or by reason of any other cause, whether the kind enumerated herein or otherwise, not within the control of the party claiming force majeure and which by the exercise of reasonable diligence such party is unable to prevent or overcome. Notwithstanding the foregoing, the Customer's and the Supplier's obligation to make

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any payments required under this tariff will in no case be excused by an event of force majeure. Nor will a failure to settle or prevent any labor dispute or other controversy with employees or with anyone purporting or seeking to represent employees be considered to be a matter within the control of the party claiming excuse. The party claiming force majeure will, on request, provide the other party with a written explanation thereof and of the remedy being undertaken.

- 17.2 The Company shall be liable only for direct damages resulting from the Company's conduct of business when the Company, its employees, or agents have acted in a negligent or intentionally wrongful manner. In no event shall the Company be liable to any party for any indirect, consequential, or special damages, whether arising in tort, contract, or otherwise, by reason of any services performed, or undertaken to be performed, or actions taken by the Company, or its agents or employees, under this tariff or in accordance with or required by law, including, without limitation, termination of the Customer's service.
- 17.3 If the Company is unable to render firm Delivery Service to the Customer taking such service as contemplated by this tariff as a result of force majeure and such inability continues for a period of thirty (30) Gas Days, the Customer may provide written notice to the Company of its desire to terminate Delivery Service at the expiration of thirty (30) Gas Days from the Company's receipt of such notice, but no sooner than sixty (60) Gas Days following the outset of the force majeure. If the Company has not restored Delivery Service to the Customer at the end of such notice period, the Customer's Delivery Service will terminate and both parties will be released from further performance hereunder, except for obligations to pay sums due and owing as of the date of termination.
- 17.4 The Company and the Supplier shall indemnify and hold the other and their respective affiliates, and the directors, officers, employees, and agents of each of them (collectively, "affiliates") harmless from and against any and all damages, costs (including attorney's fees), fines, penalties, and liabilities, in tort, contract, or otherwise (collectively, "liabilities"), resulting from claims of third parties arising, or claimed to have arisen, from the acts or omissions of either party in connection with the performance of the indemnifying party's obligations under this tariff. The Company and the Supplier shall waive recourse against the other party and its affiliates for or arising from the non-negligent performance by such other party in connection with the performance of its obligations under this tariff.

18 CURTAILMENT

- 18.1 Whenever the integrity of the Company's system or the Supply of the Company's Customers taking Sales Service or Delivery Service is believed to be threatened by conditions on its system or upon the systems with which it is directly or indirectly interconnected, the Company may, in its sole reasonable judgment, curtail or interrupt Gas service or reduce pressure as set out in Section 18, Supply and Capacity Shortage Allocation Policy of this tariff. Such action shall not be construed to constitute a default nor shall the Company be liable therefor in any respect. The Company will use efforts reasonable under the circumstances to overcome the cause of such curtailment, interruption, or reduction and to resume full performance.
- 18.2 The Company shall communicate notice of curtailment as soon as practicable to the Suppliers of affected Customers by means as specified in the Supplier Service Agreement.
- 18.3 The Company shall take reasonable care in providing regular and uninterrupted service to its firm Customers, but whenever the Company deems that the situation warrants any interruption or limitation in the service to be rendered, such interruption or limitation shall not constitute a breach of the contract and shall not render the Company liable for any damages suffered thereby by any person, or excuse the Customer from further fulfillment of the contract.

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- 18.4 In any case where the Company determines in its judgment that a curtailment or interruption of firm services is necessary, the Company will curtail and/or interrupt firm Delivery Service and Sales Service Customers on a nondiscriminatory basis.

19 TAXES

- 19.1 In the event a tax of any kind is imposed or removed by any governmental authority on the distribution of Gas or on the gross revenues derived from the distribution of Gas at retail (exclusive, however, of taxes based on the Company's net income), the rate for service herein stated will be adjusted to reflect said tax. Similarly, the effective rate for service hereunder will be adjusted to reflect any refund of imposition of any surcharges or penalties applicable to service hereunder which are imposed or authorized by any governmental or regulatory authorities.
- 19.2 The Customer will be responsible for all taxes or assessments that may now or hereafter be levied with respect to the Gas or the handling or subsequent disposition thereof after its delivery to the Delivery Point. However, if the Company is required by law to collect and/or remit such taxes, the Customer will reimburse the Company for all amounts so paid. If the Customer claims exemption from any such taxes, the Customer will provide the Company in writing its tax exemption number and other appropriate documentation. If the Company collected any taxes or assessments from the Customer and is later informed by the Customer that the Customer is exempt from such taxes, it shall be the Customer's responsibility to obtain any refund from the appropriate governmental taxing agency.
- 19.3 The Supplier will be responsible for all production, severance, ad valorem, or similar taxes levied on the production or transportation of the Gas before its delivery to the Designated Receipt Point. The Supplier will also be responsible for sales taxes imposed on Gas delivered for the Customer's account. However, if the Company is required by law to remit such taxes to the collecting authority, it will do so and invoice the Supplier for such taxes paid on the Supplier's behalf.

20 SUPPLIER TERMS AND CONDITIONS

20.1 Applicability

The following terms and conditions shall apply to every Supplier providing Supplier Service in the State of New Hampshire, to every Customer doing business with said Suppliers, and to Customers acting as their own Supplier.

20.2 Obligations of Parties

20.2.1 Customer

Unless otherwise agreed to by the Company and the Customer, a Customer shall select one Supplier for each account at any given time. A Customer electing Supplier Service must provide the selected Supplier with its applicable Authorization Number. A Customer may choose only a Supplier who meets the terms described in Sections 20.2.3 and 20.3 below and who meets any applicable registration requirements established by law or regulation.

20.2.2 Company

The Company shall deliver Customer purchased Gas from the Designated Receipt Point to the Delivery Point in accordance with the service selected by the Customer pursuant to this tariff and, among other things, shall:

- (a) Provide Customer service and support, including call center functions, for services provided by the Company under this tariff;

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- (b) Respond to service interruptions, reported Gas leaks, and to other Customer safety calls;
- (c) Handle connections, curtailments, and terminations for services provided by the Company under this tariff;
- (d) Read meters;
- (e) Submit bills to Customers for Delivery Service and if contracted by the Supplier, for Supplier Service in accordance with Section 12.2.1.
- (f) Address billing inquiries for Delivery Service;
- (g) Answer general questions about Delivery Service;
- (h) Provide to Suppliers, on request, the data format and procedures for electronic information transfers and funds transfers;
- (i) Arrange for or provide Sales Service to the Customer at the request of the Customer in accordance with the Company's tariff; and
- (j) Provide information regarding, at a minimum, rate tariffs, billing cycles, Capacity assignment methods, and Consumption Algorithms.

20.2.3 Supplier

The Supplier shall act on behalf of the Customer to acquire Supplies and to deliver them to the Designated Receipt Point pursuant to the service selected by the Customer and the requirements of this tariff.

The Supplier is responsible for enrolling Customers pursuant to Section 20.5 of this tariff.

The Supplier must request, complete and sign a Supplier Service Agreement to act as a Supplier on the Company's system, satisfy the Supplier requirements and practices as set forth in Section 20.3 of this tariff, be and remain an approved shipper on the upstream pipelines and underground storage facilities on which the Company will assign Capacity, if any, under Section 11, and be and remain eligible to provide service to Customers in New Hampshire.

The Supplier is responsible for completing all transactions with the Company and for all applicable charges associated with Customer enrollment and changes in the Customer's service as set forth in Section 20.5 and Attachment B.

20.3 Supplier Requirements and Practices

20.3.1 The Company shall have the right to establish reasonable financial and non-discriminatory credit standards for qualifying Suppliers. Accordingly, in order to serve Customers on the Company's system, the Supplier shall provide the Company, on a confidential basis, with audited balance sheet and other financial statements, such as annual reports to shareholders and 10-K reports, for the previous three (3) years, as well as two (2) trade and two (2) banking references. To the extent that such annual reports to shareholders are not publicly available, the Supplier shall provide the Company with a comparable list of all corporate affiliates, parent companies, and subsidiaries. The Supplier shall also provide its most recent reports from credit reporting and bond rating agencies. The Supplier shall be subject to a credit investigation by the Company. The Company shall review the Supplier's financial position periodically.

20.3.2 The Supplier shall also confirm in the Supplier Service Agreement that:

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- (a) The Supplier is not operating under any chapter of bankruptcy laws and is not subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any information creditors' committee agreement.
 - (b) The Supplier is not aware of any change in business conditions which would cause a substantial deterioration in its financial conditions, a condition of insolvency, or the inability to exist as an ongoing business entity.
 - (c) The Supplier has no delinquent balances outstanding for services previously provided by the Company, and the Supplier has paid its account according to the established terms and not made deductions or withheld payment for claims not authorized by contract.
 - (d) No significant collection lawsuits or judgments are outstanding which would materially affect the Supplier's ability to remain solvent as a business entity.
 - (e) The Supplier's New Hampshire business advertising and marketing materials conform to all applicable state and federal laws and regulations.
- 20.3.3 In the event the Supplier has not demonstrated to the Company's satisfaction that it has met the Company's credit evaluation standards, the Company shall require the Supplier to provide one of the following at the Maximum Financial Liability as calculated below:
- (a) Advance deposit;
 - (b) Letter of credit;
 - (c) Surety bond; or
 - (d) Financial guaranty from a parent company that meets the creditworthiness criteria.
- The Company shall base the Supplier's maximum financial liability as two (2) times the highest month's aggregated Gas Usage of all Customers currently served by the Supplier at the highest Monthly Index in the preceding twenty-four (24) Months. This amount may be updated continuously, and at minimum, whenever the aggregated Gas Usage of all Customers served by the Supplier changes by more than 25%. The Supplier agrees that the Company has the right to access and apply the deposit, letter of credit, or bond to any payment of any outstanding claims that the Company may have against the Supplier, including imbalance charges, cash-out charges, pipeline penalty charges, and other amounts owed to the Company, or to secure additional Gas supplies, including payment of the costs of the Gas supplies themselves, the cost of transportation storage, and other related costs incurred in bringing those Gas supplies into the Company's system. The Supplier shall continue its obligation to maintain its financial security instrument until it has satisfied all of its outstanding claims with the Company. The Supplier's financial security as established above must be in place no later than five (5) Business Days prior to the first day of each calendar month in order for the Supplier to maintain its eligibility to provide service to Customers.
- 20.3.4 The Supplier shall warrant that it has or will have entered into the necessary arrangements for the purchase of Supplies which it desires the Company to transport to its Customers, and that it has or will have entered into the necessary upstream transportation arrangements for the delivery of these Gas supplies to the Designated Receipt Point.
- 20.3.5 The Supplier shall warrant to the Company that it has good title to or lawful possession of all Gas delivered to the Company at the Designated Receipt Point on behalf of the Supplier

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or the Supplier's Customers. The Supplier shall indemnify the Company and hold it harmless from all suits, actions, debts, accounts, damages, costs, losses, taxes, and expenses arising from or out of any adverse legal claims of third parties to or against said Gas.

- 20.3.6 The Supplier shall be responsible for making all necessary arrangements and securing all required regulatory or governmental approvals, certificates, or permits to enable Gas to be delivered to the Company's system.
- 20.3.7 By agreeing to provide service under this tariff, the Supplier acknowledges that adherence to any applicable law regarding unfair trade practices, truth in advertising law, or law of similar import is required. Any Supplier found by a court of competent jurisdiction to have willfully or repeatedly violated the New Hampshire Consumer Protection Act, N.H.R.S.A. Ch. 358-A; the Federal Trade Commission Telemarketing Sales Rules, 16 C.F.R. Part 310; or the regulations promulgated pursuant to the Federal Trade Commission Act, 15 U.S.C. § 45 (a) (1), may be suspended or disqualified from acting as a Supplier on the Company's system.
- 20.3.8 If the Supplier fails to comply with or perform any of the obligations on its part established in this tariff or in the Supplier Service Agreement (e.g., failure to deliver Gas or late payment of bills rendered or failure to execute a capacity assignment), the Company maintains the right to terminate the Supplier's eligibility to act as a Supplier on the Company's system. Written notice of such an intent to terminate the Supplier's eligibility shall be given to the Supplier, its Customers, and the NHPUC. Notification to the Supplier shall be via Registered U.S. Mail - Return Receipt Requested or other means of documented delivery. Upon issuance of such written notice, the Company shall have the right to terminate the Supplier's eligibility to act as a Supplier on the Company's system at the expiration of ten (10) Gas Days after the giving of such notice, unless within such ten (10) Gas Day period the Supplier shall remedy to the full satisfaction of the Company such failure. Termination of such Supplier eligibility for any such cause shall be a cumulative remedy as to the Company, and shall not release the Supplier from its obligation to make payment of any amount or amounts due or to become due from the Supplier to the Company under the Company's applicable tariffs. Customers whose Supplier's deliveries have been terminated will be placed on Sales Service pursuant Section 13 of this tariff.

20.4 Access to Usage History and Current Billing Information

The Supplier shall be responsible for obtaining the necessary Authorization Number from each Customer prior to requesting the Company to release the Company's historic usage information specific to that Customer to such Supplier.

The Company shall be required to provide the most recent twelve (12) months of a Customer's historic usage data to a Supplier, provided that the Supplier has received the appropriate authorization as set forth above.

20.5 Enrollment, Cancellation, and Termination of Supplier Service

- 20.5.1 The Supplier shall be responsible for obtaining the necessary Authorization Number from each Customer prior to initiating Supplier Service to the Customer.
- 20.5.2 The Supplier must provide the Company with the following minimum information in the Company's predetermined format prior to the commencement or termination of service by the Supplier pursuant to Section 20.5 of this tariff:

(a) The Customer's name and current Authorization Number;

DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

TITLE: Neil Proudman
President

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- (b) The name of the Supplier;
- (c) The Customer's billing option (for commencement of service);
- (d) The type of change in Supplier Service (e.g., commencement of service, termination of service, or cancellation of service due to the rescission of an agreement with the Supplier by the Customer); and
- (e) Any additional information reasonably required by the Company.

The Company shall determine whether each Customer's enrollment request as provided by a Supplier is complete and accurate, and matches the Customer's account record. In the event that the enrollment request is incomplete, inaccurate, or does not match the Customer's account record, then the Company will notify the Supplier so that the Supplier can resolve any discrepancies.

- 20.5.3 A change in Supplier Service will normally be made on a monthly metering and billing cycle basis, with changes taking effect on the date of the Customer's next scheduled meter read. Enrollment forms must be transmitted no less than ten (10) Business Days prior to the Customer's next scheduled meter read. If more than one Supplier submits a Supplier Service transaction for a given Customer during the monthly billing cycle, the first completed transaction that is received during the cycle shall be accepted. All other transactions shall be rejected. Rejected transactions may be resubmitted after the Customer's next scheduled meter read.
- 20.5.4 If the Supplier submits information to the Company to terminate Supplier Service to a Customer less than ten (10) Gas Days before the next scheduled meter read, Supplier Service shall be terminated on the date of the Customer's subsequent scheduled meter read. The Company shall confirm the termination date for Supplier Service.
- 20.5.5 In those instances when a Customer who is receiving Supplier Service from an existing Supplier initiates such service with a new Supplier, the Company shall send the date for the Customer's change in Supplier Service to the existing Supplier. To terminate Supplier Service with a Supplier and to initiate Sales Service, a Customer shall so inform the Company and the Supplier. Supplier Service shall be terminated on the date of the Customer's next scheduled meter read provided that the Company receives notice of such termination no less than ten (10) days in advance of the next scheduled meter read. Where such notice is received by the Company in less than ten (10) days in advance of the next scheduled read, the termination shall be effective as of the date of the following scheduled read. The Company shall send the Customer's termination date for Supplier Service to the Supplier.
- 20.5.6 A Customer who moves within the Company's service territory shall have the opportunity to notify its existing Supplier that it seeks to continue Supplier Service with said Supplier. Upon such notification, the Supplier may enroll the Customer pursuant to the provisions set forth in this Section in order to initiate Supplier Service for the Customer at the new location. The Company shall make the necessary adjustments to the Supplier's affected Aggregation Pools, including but not limited to, changes to Designated Receipt Points, and quantities of Capacity for assignment, if any, pursuant to this tariff and the Supplier's Service Agreement with the Company. In the event that the existing Supplier does not enroll the Customer for Supplier Service at the new location, the Company shall arrange for or provide Sales Service to the Customer.
- 20.5.7 In those instances when a new Customer moves to the Company's service territory, the Customer's Supplier must enroll the Customer pursuant to the provisions set forth in this

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ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman
TITLE: President

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Section in order to initiate Supplier Service for the Customer. Otherwise, the Customer shall receive Sales Service in accordance with Section 13.

20.5.8 The Company may charge fees to the Supplier for processing the transactions described in this Section, as approved by the NHPUC. These fees are included in Attachment D.

20.6 Aggregation Pools

20.6.1 The aggregation of Customer accounts into an Aggregation Pool is limited by the Delivery Service of the respective Customers. Non-daily metered Customers subscribing to Delivery Service under Rate Schedules G-41, G-42, G-51 and G-52 must be aggregated in a separate pool from Customers subscribing to daily metered service under Rate Schedules G-43, G-53, and G-54.

20.6.2 Non-daily metered Customers taking Delivery Service pursuant to Section 10 of this tariff shall be combined by a Supplier into a single Aggregation Pool within each of the Company's designated Gas Service Areas.

20.6.3 Daily metered Customers taking Delivery Service pursuant to Section 9 of this tariff shall be combined by a Supplier into a single Aggregation Pool within each of the Company's designated Gas Service Areas.

20.6.4 A separate Supplier account will be established for each Supplier Aggregation Pool.

20.6.5 The election of any service from the Company by the Supplier shall apply to the entire Aggregation Pool and not just an individual customer in the Aggregation Pool.

20.6.6 The Company may charge a monthly fee to the Supplier for each Aggregation Pool pursuant to Attachment B.

20.7 Imbalance Trading

20.7.1 Prior to the imposition of imbalance charges, the Supplier may engage in trading daily and monthly imbalances for the previous Month, provided that daily imbalance trades are communicated to the Company within three (3) Business Days upon the Company's provision of information on Supplier imbalances for said Month.

20.7.2 The Company will make available a list of Suppliers by Gas Service Area making deliveries during the previous Month.

20.7.3 Aggregation Pools affected by the transaction must be located within the same Gas Service Area as defined in Section 4, unless waived by the Company.

20.7.4 Daily imbalance trades must be point-specific on those Gas Days when the Transporting Pipeline required the Company to balance on a point-specific basis.

20.8 Billing and Payment

20.8.1 By the tenth (10th) Business Day of the calendar month, the Company shall render to the Supplier a statement of the quantities delivered and amounts owed by the Supplier for the prior Month. The Company will provide Suppliers with their Customers' consumption data based on estimated or actual meter readings at the appropriate cycle read dates for each Customer in the Aggregation Pool pursuant to Section 12 of this tariff. This data will be provided on a rolling basis as readings or estimates are made.

20.8.2 Calculation of the charges applicable to the Aggregation Pool will be based on aggregated Gas Usage and other such indicators of all Customers in the Aggregation Pool. Billing for

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charges applicable to an Aggregation Pool, including but not limited to imbalance charges, credits or penalties, shall be billed to the Supplier on a calendar month basis.

- 20.8.3 The Supplier shall have ten (10) Business Days from the date of such statement to render payment to the Company. The Supplier shall render payment by means of electronic funds transfer to the Company. The late payment rate will apply to all amounts outstanding after ten (10) days.
- 20.8.4 If the correctness of the Company's bill to the Supplier is questioned or disputed by the Supplier, an explanation should be promptly requested from the Company. If the bill is determined to be incorrect, the Company shall issue a corrected bill. In the event that the Supplier and the Company fail to agree on the amount of the bill, the Supplier may file a complaint with the Commission to resolve such complaint.

21 CUSTOMER DESIGNATED REPRESENTATIVE

- 21.1 The Customer may appoint a Designated Representative to satisfy or undertake the Customer's duties and obligations; including, but not limited to submitting and/or receiving notices, making nominations, arranging for trades of imbalances, and performing operational and administrative tasks; provided, however, that under no circumstances will the appointment of a Designated Representative relieve the Customer of the responsibility to make full and timely payment to the Company for all Delivery Service provided under this tariff.
- 21.2 A request by a Designated Representative to the Company that contains the Customer's Authorization Number will be deemed to be confirmation that the Customer has designated such person or entity as a Designated Representative. A Customer may appoint only one (1) Designated Representative per account.
- 21.3 Under any agency established hereunder, the Company shall rely upon information concerning the applicable Customer's Delivery Service that is provided by the Designated Representative. All such information shall be deemed to have been provided by the Customer. Similarly, any notice or other information provided by the Company to the Designated Representative concerning the provision of Delivery Service to such Customer shall be deemed to have been provided to the Customer. The Customer shall rely upon any information concerning Delivery Service that is provided to the Designated Representative as if that information had been provided directly to the Customer.
- 21.4 The Customer shall agree to indemnify the Company and hold it harmless from any liability (including reasonable legal fees and expenses) that the Company incurs as a result of the Designated Representative's negligence or willful misconduct in its performance of agency functions on the Customer's behalf.

DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman
Neil Proudman
TITLE: President

EFFECTIVE: August 1, 2021

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IV. ATTACHMENTS

1 ATTACHMENT A Supplier Service Agreement

GAS SUPPLIER SERVICE AGREEMENT

This Agreement made this [day] day of [month], 20[xx], between Liberty Utilities (EnergyNorth Natural Gas) Corp. d/b/a Liberty Utilities, a New Hampshire Corporation with a principal place of business at 15 Buttrick Road, Londonderry, NH 03053 (the "Company") and [name of supplier], a [state] company with a principal place of business at [address] ("Supplier"). The Company and the Supplier is also individually referred to herein as a "Party" or collectively as the "Parties."

BASIC UNDERSTANDINGS

Whereas, the Company operates as a natural gas local distribution company and provides firm transportation of third-party gas on its distribution system; and

Whereas, the Company's Tariff (the "Tariff") on file with, and approved by, the New Hampshire Public Utilities Commission (the "NHPUC") permits delivery service customers to assign their rights of nominating and scheduling delivery of gas for transportation on the Company's system to a third-party natural gas supplier; and

Whereas, Supplier seeks to nominate and schedule delivery of gas for distribution on the Company's system on behalf of one or more customers taking delivery service from the Company; and

Whereas, the Company's Tariff, Part III, Section 20.2.3, requires Supplier to enter into this Supplier Service Agreement (the "Agreement") with the Company prior to the initiation of Supplier Service, as defined therein; and

Now therefore, the Parties hereto, each in consideration of the agreement of the other, do hereby agree as follows:

I. SCOPE AND APPLICATION

1.0 This Agreement shall be subject to the Company's Tariff as on file with the NHPUC and in effect from time to time. The Company's Tariff and applicable Rate Schedules are hereby incorporated by reference as though directly set forth herein. In the event the terms of this Agreement conflict with the Company's Tariff, the Tariff shall control.

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DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

TITLE: President

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- 1.1 This Agreement is intended for use between the Company and natural gas suppliers providing service to customers on the Company's distribution system, and may not be waived, altered, amended, or modified, except as provided herein.
- 1.2 Exhibits A and B, attached hereto and incorporated herein by reference, include additional terms that are a part of this Agreement.

II. DEFINITIONS

- 2.0 Any capitalized terms used in this Agreement and not defined herein shall be as defined in the Tariff or as stated in the NHPUC's regulations.

III. TERM

- 3.0 This Agreement shall become effective on the date hereof (the "Effective Date") and shall continue in full force and effect from month to month unless terminated by either Party by written notice given no less than thirty (30) days prior to the desired termination date, or unless otherwise agreed by the Parties. Notwithstanding the foregoing, the Parties agree to abide by all terms of this Agreement until any transactions that are outstanding at the time of termination are completed, including, but not limited to, the payment by Supplier to the Company of any and all outstanding balances.
- 3.1 Notwithstanding anything to the contrary elsewhere in this Agreement or in the Company's Tariff, any Party, by written notice to the other Party (the "Breaching Party") may terminate this Agreement, in whole or in part, with respect to such Breaching Party or suspend further performance without terminating this Agreement upon the occurrence of any of the following: (a) the Breaching Party terminates or suspends doing business; (b) the Breaching Party becomes subject to any bankruptcy or insolvency proceeding under federal or state law (unless removed or dismissed within sixty (60) days from the filing thereof), or becomes insolvent, becomes subject to direct control of a transferee, receiver or similar authority, or makes an assignment for the benefit of creditors; or (c) the Breaching Party commits a material breach of any of its obligations under this Agreement or the Tariff and has not cured such breach within fifteen (15) days after receipt of a written notice from the other Party specifying the nature of such.

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DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman
TITLE: President

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- 3.2 Consistent with the provisions of Part III, Section 20.3.8 of the Company's Tariff, the Company also maintains the right to terminate the Supplier's eligibility to act as a Supplier on the Company's system in the event that Supplier fails to comply with or perform any of the obligations on its part established in the Tariff or in this Agreement, including but not limited to, failure to deliver gas or to make payment of amounts due to the Company.
- 3.3 Notwithstanding the Effective Date, Supplier acknowledges and agrees that the Company is obligated to provide services pursuant to this Agreement only upon full satisfaction, or the Company's express written waiver, of the Conditions Precedent set forth in Article IV of this Agreement.
- 3.4 No delay by either Party in enforcing any of its rights hereunder shall be deemed a waiver of such rights, nor shall a waiver of one default be deemed a waiver of any other or subsequent default.
- 3.5 The enumeration of the foregoing remedies shall not be deemed a waiver of any other remedies to which either Party is legally entitled.

IV. CONDITIONS PRECEDENT

- 4.0 The following requirements shall be conditions precedent to the Company's obligations hereunder:
- (a) Supplier shall provide the Company with all information requested in Exhibits A and B attached hereto and incorporated herein;
 - (b) Pursuant to Part III, Section 20.3.1 of the Company's Tariff, the Company shall confirm the Supplier's creditworthiness. In the event that Supplier has not demonstrated to the Company's satisfaction that it has met the Company's credit evaluation standards, the Company will identify such deficiencies to the Supplier, and the Supplier shall provide financial assurances as required by the Company consistent with the provisions of Part III, Section 20.3.3;
 - (c) Pursuant to Part III, Section 20.2.3 of the Company's Tariff, Supplier shall register with the NHPUC and provide evidence of such to the Company on an annual basis;

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DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

TITLE: President

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- (d) Pursuant to Part III, Section 20.2.3 of the Company's Tariff, Supplier shall demonstrate to the Company that it is an approved shipper on the upstream pipelines and underground storage facilities on which the Company will assign capacity;
- (e) Pursuant to Part III, Section 12.2.1 of the Company's Tariff, where Supplier elects to utilize the Standard Complete Billing Services from the Company, Supplier shall furnish to the Company a complete schedule of its relevant rates and rate pricing options for Supplier Service in written form or in an electronic format reasonably acceptable to the Company, at Company's option, no less than ten (10) Business Days prior to initial Customer enrollment for any such rate or prior to a change in Supplier's existing rates or five (5) Business Days prior to a change in rate pricing options.
- (f) Prior to Customer Enrollment, Supplier shall successfully complete testing of the business-transaction communication protocols established by the Company, which may include communication by fax or telephone, electronic transactions as specified by the Company, or any other applicable communication requirements set forth by the Company.

V. SUPPLIER CERTIFICATION

5.0 In addition to the requirements listed in Section IV of this Agreement, and pursuant to Part III, Section 20.3.2 of the Company's Tariff, the Supplier hereby affirms the following:

- (a) Supplier is not operating under any chapter of bankruptcy laws and is not subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any information creditors' committee agreement.
- (b) Supplier is not aware of any change in business conditions that would cause a substantial deterioration in its financial conditions, a condition of insolvency, or the inability to exist as an ongoing business entity.
- (c) Supplier has no delinquent balances outstanding for services previously provided by the Company, and Supplier has paid its account according to the established

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DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

TITLE: President

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terms and not made deductions or withheld payment for claims not authorized by contract.

- (d) No significant collection lawsuits or judgments are outstanding that would materially affect Supplier's ability to remain solvent as a business entity.
 - (e) Supplier's New Hampshire business advertising and marketing materials conform to all applicable New Hampshire state and federal laws and regulations.
- 5.1 Supplier shall promptly notify Company of any material change in its financial condition as it relates to Supplier's creditworthiness or solvency as a business enterprise.
- 5.2 In the event that the NHPUC enacts regulations whereby Supplier must register with the NHPUC, Supplier shall notify Company within twenty-four (24) hours in writing in the event that its registration as a Competitive Supplier is acted upon by the NHPUC in such a way that it materially affects Supplier's performance under this Agreement, including but not limited to suspension, revocation, modification, or non-renewal. Consistent with Part III, Section 20.3.8 of the Company's Tariff, revocation or non-renewal of Supplier's registration shall be grounds for immediate termination of this Agreement by Company.

VI. NOMINATIONS AND SCHEDULING

- 6.0 The Company and Supplier, pursuant to the Company's Tariff on file with the NHPUC and the terms of this Agreement, agree to exchange and act on information regarding the nomination and scheduling of gas for transportation on behalf of Supplier's customers.
- 6.1 Supplier acknowledges and agrees that its transportation rights under this Agreement are solely those that have been assigned to it by the Customer pursuant to the Company's Tariff. Supplier further agrees that the Company shall have no obligation to honor any nomination or scheduling request from Supplier that, in the Company's sole judgment, exceeds the scope of Supplier's assigned rights or where such nominations or requests could be reasonably refused, directly or indirectly, based on the terms of this Agreement or the Company's Tariff.
- 6.2 Pursuant to Part III, Sections 9.3.2 and 10.3.3 of the Company's Tariff, nominations will be communicated to the Company in accordance with the terms of this Agreement as set forth in Exhibit A.

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DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman
TITLE: President

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- 6.3 In the event of a discrepancy between the volume nominated to the Company by Supplier and the volume confirmed by the Company, the discrepancy shall be allocated between and among Supplier's Aggregation Pools and/or Customers in accordance with the Pre-Determined Allocation Method set forth in Exhibit B, attached hereto. In the event that the Supplier has not provided the Company with a Pre-Determined Allocation Method, the discrepancy will be allocated consistent with the provisions of the Company's Tariff.

VII. CAPACITY ASSIGNMENTS

- 7.0 The Supplier's Maximum Daily Peaking Quantity ("MDPQ") may be modified during the calendar year in accordance with the provisions of Part III, Sections 11.0 and 14.0 of the Company's Tariff. Company will notify Supplier prior to the effective date of such changes.
- 7.1 Pursuant to Part III, Section 11.9.2 of the Company's Tariff, the quantity of each Company Managed Supply assigned to Supplier may be modified during the calendar year in accordance with Part III, Sections 11.4 and 11.8 of the Company's Tariff. Company will notify Supplier prior to the effective date of such changes.
- 7.2 In accordance with Part III, Sections 11.0 and 14.0 of the Company's Tariff, the quantity of Capacity assigned to Supplier may be modified during the calendar year. In addition, the Company shall have the right to adjust a Customer's total capacity quantity ("TCQ") if the Company determines that the TCQ calculation is in error or is otherwise not calculated in accordance with the provisions of Part III, Sections 11.3.2.
- 7.3 Pursuant to Part III, Section 11.10.2 of the Company's Tariff, Supplier shall provide notice to the Company of its designation of contracts to be managed by the Company for cost mitigation purposes by the means set forth in Exhibit 8.0.

VIII. LEFT BLANK INTENTIONALLY (RESERVED FOR FUTURE USE)

IX. BILLING AND PAYMENT

- 9.0 Bills, fees and charges for services provided by the Company, including, but not limited to, monthly cashouts, monthly imbalance charges, daily imbalance charges, and any other applicable charges set forth in the Tariff or in this Agreement, shall be

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DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

Neil Proudman

EFFECTIVE: August 1, 2021

TITLE: President

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rendered to Supplier on a monthly basis and shall be due upon receipt of said bill, unless otherwise specified in Exhibit A.

In addition to any other right or remedy available to the Company, Supplier's failure to make payment within ten (10) days of the posting date on the bill shall result in the addition of interest on any unpaid balance calculated at the maximum monthly rate allowable by the Company's Tariff. Interest shall accrue commencing from the date said bill was posted. The posting date is the date the bill is transmitted to Supplier. The bill may also be transmitted electronically if agreed to between the Parties in Exhibit A.

- 9.1 The Company shall have the right to deduct any amounts owed by Supplier to the Company for such services, which are thirty (30) days or more past due, from any amounts collected in the normal course of business by the Company on the Supplier's behalf. Amounts subject to a good faith dispute will not be subject to deduction.
- 9.2 The Parties agree to cooperate and provide each other with necessary documentation relating to any transactions resulting hereunder, including but not limited to, applicable sales or other tax exemptions. The Parties agree that Supplier's failure to comply with the provisions of this Article IX shall constitute default of payment under the Tariff and expose Supplier to liability thereunder as well as under this Agreement.
- 9.3 Consistent with the provisions of Part III, Sections 20.3.1 and 20.3.3 of the Company's Tariff, Supplier shall satisfy the creditworthiness standards established by the Company. In the event the Supplier has not demonstrated satisfaction of the Company's creditworthiness standards, the Supplier shall provide, upon ten (10) days written notice from the Company, financial assurance in the form of an advance deposit, letter of credit, surety bond or financial guaranty from a parent company, as reasonably determined by the Company. The amount of any such financial assurance required by the Company shall be calculated in accordance with the provisions of Part III, Section 20.3.3 of the Company's Tariff. The Company shall review Supplier's satisfaction of the Company's creditworthiness standards every twelve (12) months during the term of this Agreement giving consideration to Supplier's payment history

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DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman
Neil Proudman
TITLE: President

EFFECTIVE: August 1, 2021

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in the preceding twelve-month period. Upon the request of Supplier, the Company shall exercise its sole reasonable discretion to determine whether a change in the form of financial assurance is warranted. In the event that the Company requires financial assurances in the form of a deposit, such deposits shall accrue interest in accordance with the Company's Tariff. Such deposit shall be returned to Supplier within thirty (30) days of the expiration or termination of this Agreement, provided that Supplier is not in default under this Agreement. The Company may deduct from the deposit any amount payable to the Company by Supplier under this Agreement, which has not been paid by the Supplier when due, unless such non-payment relates to a documented billing dispute between Supplier and the Company. Such deduction may be taken by the Company without notice or demand of any kind and the Company may, in its sole discretion, apply such deposit against any amount then due and payable. In the event that Company applies all or any portion of such deposit, Supplier shall deposit such sums as are necessary to replenish the security deposit to its maximum amount, within ten (10) days' notice of such deduction and application.

X. REPRESENTATIONS

- 10.0 Each Party represents that it is and shall remain in compliance with all applicable laws, tariffs, and NHPUC regulations during the term of this Agreement.
- 10.1 Each person executing this Agreement for the respective Parties represents and warrants that he or she has authority to bind that Party.
- 10.2 Each Party represents that (a) it has the full power and authority to execute, deliver, and perform this Agreement; (b) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate or other action by such Party; and (c) this Agreement constitutes that Party's legal, valid and binding obligation, enforceable against such Party in accordance with its terms.
- 10.3 Each Party shall exercise all reasonable care, diligence and good faith in the performance of its duties pursuant to this Agreement, and carry out its duties in accordance with applicable recognized professional standards.

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DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman
TITLE: President

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XI. NONDISCLOSURE

- 11.0 Neither Party may disclose any Confidential Information obtained pursuant to this Agreement to any third Party, including affiliates of such Party, without the express prior written consent of the other Party. As used herein, the term "Confidential Information" shall include, but not be limited to, all business, financial, and commercial information pertaining to the Parties, Customers of either or both Parties, Suppliers for either Party, personnel of either Party; any trade secrets; and other information of a similar nature; whether written or in intangible form that is marked proprietary or confidential with the appropriate owner's name.
- 11.1 Confidential Information shall not include information known to either Party prior to obtaining the same from the other Party, information in the public domain, or information obtained by a Party from a third party who did not, directly or indirectly, receive the same from the other Party to this Agreement or from a Party who was under an obligation of confidentiality to the other Party to this Agreement, or information developed by either Party independent of any Confidential Information. The receiving Party shall use the higher of the standard of care that the receiving Party uses to preserve its own Confidential Information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information. Each receiving Party shall, upon termination of this Agreement or at any time upon the request of the disclosing Party, promptly return or destroy all Confidential Information of the disclosing Party then in its possession.
- 11.2 Notwithstanding the preceding, Confidential Information may be disclosed to any governmental, judicial or regulatory authority requiring such Confidential Information pursuant to any applicable law, regulation, ruling, or order, provided that: (a) such Confidential Information is submitted under any applicable provision, if any, for confidential treatment by such governmental, judicial or regulatory authority; and (b) prior to such disclosure, the other Party is given prompt notice of the disclosure requirement so that it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of any injunction to prohibit such disclosure.

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DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman
Neil Proudman
TITLE: President

EFFECTIVE: August 1, 2021

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- 11.3 No provision of this Agreement shall prohibit the Company from communicating to its Customers and prospective customers, information regarding Supplier's eligibility to conduct business on the Company's distribution system. In addition, obligations under this Article XI shall survive the termination or expiration of this Agreement.

XII. LIABILITY AND INDEMNIFICATION

- 12.0 The Parties acknowledge and agree that the Force Majeure provisions set forth in Part III, Section 17 of the Company's Tariff are incorporated by reference as if set forth herein.
- 12.1 The Parties acknowledge and agree that the liability and indemnification provisions in Part III, Section 17 of the Company's Tariff are incorporated by reference as if set forth herein.
- 12.2 For purposes of such liability and indemnification, however, the Parties acknowledge and agree that nothing in such Tariff prohibits one Party from impleading the other Party as a third-party defendant, whether or not one or both Parties are named as defendants in the initial claim of a third party. The third-party claim shall be stayed pending resolution of any dispute regarding liability and indemnification under this Agreement. Such resolution shall be final and binding upon the Parties only after agreement between the Parties or after entry of a final judgment, after any further appeals of a court of competent jurisdiction to which any appeal may have been taken from the determination of the arbitrator(s).
- 12.3 The Parties acknowledge and agree that for purposes of Part III, Section 17 the Company's Tariff, a Party seeking recovery from the other Party in connection with the performance of its obligations of the Tariff shall not be entitled to recovery where its own negligent acts or omissions contribute to or cause such damages, costs, fines, penalties or liabilities.
- 12.4 The Parties expressly acknowledge and agree that the dispute resolution provision in Article XIII of this Agreement shall apply to any and all disputes arising under this Article, including, without limitation, those disputes that arise as a result of either of

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ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman
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the Parties being named as a defendant in the primary action or being named as a third-party defendant by a defendant in the primary action.

- 12.5 Notwithstanding anything in this Agreement or the Tariff to the contrary, in no event shall any Party hereto be liable to any other Party hereto for indirect, consequential, punitive, special, or exemplary damages under any theory of law that is now or may in the future be in effect, including without limitation: contract, tort, N.H.R.S.A. Ch. 358-A, strict liability, or negligence.
- 12.6 Notwithstanding the availability of other remedies at law or in equity, either Party hereto shall be entitled to specific performance to remedy a breach of this Agreement by the other Party.
- 12.7 Supplier further agrees that it shall indemnify, defend and hold harmless the Company with respect to any claim, suit, damages or costs of any kind arising from any action or inaction of the Company in reliance upon the nominations, scheduling instructions or other communications from Supplier. The Parties agree that reliance on such instructions and communications shall be deemed reasonable and shall not constitute negligence.
- 12.8 The provisions of this Article XII shall survive the termination of this Agreement.

XIII. DISPUTE RESOLUTION

- 13.0 Disputes hereunder shall be reduced to writing and referred to the Parties' representatives for resolution. The Parties' representatives shall meet and make all reasonable efforts to resolve the dispute. Pending resolution, the Parties shall continue to fulfill their obligations under this Agreement in good faith, unless this Agreement has been suspended or terminated. If the Parties fail to resolve the dispute within thirty (30) days, they may mutually agree to pursue mediation or arbitration to resolve such issues.
- 13.1 The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of New Hampshire, without regard to the doctrines governing choice of law. All disputes arising hereunder shall be brought either before the NHPUC or the state courts of the State of New Hampshire.

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DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman
Neil Proudman
TITLE: President

EFFECTIVE: August 1, 2021

Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105

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XIV. COMMUNICATIONS

- 14.0 Except as otherwise provided herein, any notices given under this Agreement shall be in writing and shall be delivered to the Company as set forth in Exhibit A, by hand or sent by (a) certified mail, return receipt requested, first class postage prepaid, (b) telecopy, or (c) a nationally recognized courier service. Notices and other communications to Supplier shall also be addressed as shown on Exhibit A. Notices given hereunder shall be deemed to have been given upon receipt or any refusal to accept; telecopied notices shall be deemed to have been given upon confirmation of their receipt.
- 14.1 All communications required by the Company's Tariff shall be made in accordance with the schedule listed in Exhibit A. Information on active Company fax numbers and e-mail addresses shall be posted on the Company's Internet Website at http://www.libertyutilities.com/east/gas/business_partners/index.html

XV. ENFORCEABILITY

- 15.0 In the event that any portion or part of this Agreement is deemed invalid, against public policy, void or otherwise unenforceable by a court of law, the validity and enforceability of the remaining portions thereof shall otherwise be fully enforceable.
- 15.1 No waiver by any Party of any one or more defaults by the other Party in the performance of any provision of this Agreement shall operate or be construed as a waiver of any other present or future default, whether of a like or different character. No delay by either Party in enforcing any of its rights hereunder shall be deemed a waiver of such rights.

XVI. ASSIGNMENT AND DELEGATION

- 16.0 Any entity that shall succeed by purchase, merger or consolidation to the assets and properties, substantially or as an entity, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.
- 16.1 Either Party may, without relieving itself of its obligations under this Agreement, assign any of its rights or obligations hereunder to an affiliated entity, but otherwise no assignment of this Agreement or any of the rights or obligations hereunder shall

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DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

Neil Proudman
TITLE: President

Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105

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be made unless there first shall have been obtained the written consent of the other Party. No assignment by Supplier shall take effect until the assignee has met the requirements of Article IV hereunder. No assignment of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement until such obligations have been assumed by the assignee.

- 16.2 The restrictions on assignment contained herein shall not in any way prevent either Party from pledging or mortgaging its rights as security for its indebtedness.
- 16.3 In addition, either Party may subcontract its duties under this Agreement to a subcontractor provided that the subcontracting Party shall remain fully responsible as a principal and not as a guarantor for performance of any subcontracted duties, and shall serve as the point of contact between its subcontractor and the other Party, and the subcontractor shall meet the requirements of any applicable laws, rules, regulations, and Tariff. The assigning or subcontracting Party shall provide the other Party with thirty (30) calendar days' prior written notice of any such subcontracting or assignment, which notice shall include such information about the subcontractor as the other Party shall reasonably require.

XVII. MISCELLANEOUS

- 17.0 This Agreement, all Exhibits and attachments hereto and all documents referenced herein, constitute the entire agreement between the Parties and supersedes all other agreements, communications, and representations. Paragraph headings are for convenience only and are not to be construed as part of this Agreement.
- 17.1 Unless otherwise provided herein, no modification of, or supplement to, the terms and provisions stated in this Agreement shall be or become effective without the written consent of both Parties.
- 17.2 This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same document.

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DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

Neil Proudman

EFFECTIVE: August 1, 2021

TITLE: President

Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105

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In witness whereof, the Parties have caused this Agreement to be executed by their
duly authorized representatives as of the date above.

[SUPPLIER NAME]

By _____ Title _____

**Liberty Utilities (EnergyNorth Natural Gas) Corp d/b/a Liberty
Utilities**

By _____ Title _____

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DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

TITLE: Neil Proudman
President

Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105

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2 ATTACHMENT B

Schedule of Administrative Fees and Charges

I. Supplier Balancing Charge:	\$	0.1200	per MMBtu of Daily Imbalance Volumes")
II. Capacity Mitigation Fee		15%	of the Proceeds from the Marketing of
III. Peaking Demand Charge	\$	17.32	MMBTU of Peak MDQ
IV. Company Allowance Calculation (per Schedule 25)			
		169,030,868	Total Sendout - Therms Jul -2019 - Jun-2020
		<u>166,311,578</u>	Total Throughput - Therms Jul-2019 - Jun-2020
		2,719,290	Variance (Sendout - Throughput)
Company Allowance Percentage 2020-21		1.6%	Variance / Total Sendout

DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

TITLE: President

Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105

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3 ATTACHMENT C
Capacity Allocators

Rate Class		Pipeline	Storage	Peaking	Total
G-41	Low Annual / High Winter Use	46.1%	17.1%	36.8%	100.0%
G-51	Low Annual / Low Winter Use	59.3%	12.9%	27.9%	100.0%
G-42	Medium Annual / High Winter	46.1%	17.1%	36.8%	100.0%
G-52	High Annual / Low Winter Use	59.3%	12.9%	27.9%	100.0%
G-43	High Annual / High Winter	46.1%	17.1%	36.8%	100.0%
G-53	High Annual / Load Factor < 90%	59.3%	12.9%	27.9%	100.0%
G-54	High Annual / Load Factor < 90%	59.3%	12.9%	27.9%	100.0%

DATED: XXX XX, 2021

ISSUED BY: /s/Neil Proudman

EFFECTIVE: August 1, 2021

TITLE: President

Authorized by NHPUC Order No. XX,XXX dated XXX XX, 2021, in Docket No. DG 20-105