

TABLE OF CONTENTS

| | <u>Page</u> |
|---|-------------|
| TERMS AND CONDITIONS FOR DELIVERY SERVICE | |
| 1. Service Area | 5 |
| 2. Definitions | 7 |
| 3. General..... | 9 |
| 4. Availability | 10 |
| 5. Application, Contract and Commencement of Service..... | 10 |
| 6. Selection of Supplier or Self-Supply Service by a Customer | 11 |
| 7. Termination of Supplier Service or Self-Supply Service | 12 |
| 8. Unauthorized Switching of Suppliers | 12 |
| 9. Conditions of Delivery Service..... | 12 |
| 10. Deposits, Payments, Refusal or Discontinuance of Service | 12 |
| 11. Failure of Payment Agent to Remit Payment | 14 |
| 12. Refusal to Serve | 14 |
| 13. Maximum Demand | 14 |
| 14. Meters | 15 |
| 15. Customer Use of Electricity..... | 16 |
| 16. Compliance | 16 |
| 17. Resale of Delivery Service | 17 |
| 18. Company Property | 17 |

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TABLE OF CONTENTS (Continued)

| | <u>Page</u> |
|--|-------------|
| 19. Holidays | 18 |
| 20. Conjunctional Service..... | 18 |
| 21. Conditions Under Which This Tariff is Made Effective | 19 |
| 22. Customer Choice of Rate | 20 |
| 23. Statement by Agent..... | 20 |
| 24. Third Party Claims and Non-Negligent Performance..... | 20 |
| 25. Charges for Temporary Services | 20 |
| 26. Underground Service | 21 |
| 27. Stranded Cost Recovery Charge | 21 |
| 28. Transmission Cost Adjustment Mechanism | 21 |
| 29. Electricity Consumption Tax Charge | 22 |
| 30. System Benefits Charge | 22 |
| 31. Late Payment Charge | 23 |
| 32. Loss of Service Investigation Charge | 23 |
| 33. Rates for Purchases from Qualifying Facilities | 24 |
| 34. Line Extensions..... | 25 |
| 35. Interconnection Standards for Generating Facilities | 30 |

Issued: July 2, 2010

Issued by: Gary A. Long

Effective: July 1, 2010

Title: President and Chief Operating Officer

TABLE OF CONTENTS (Continued)

| | <u>Page</u> |
|---|-------------|
| TERMS AND CONDITIONS FOR ENERGY SERVICE PROVIDERS | |
| 1. Obligations of Suppliers | 31 |
| 2. Services and Schedule of Charges | 32 |
| (a) Customer Change of Supplier | 32 |
| (b) Customer Usage Data..... | 33 |
| (c) Interval Data Services | 33 |
| (d) Customer Load Analysis | 35 |
| (e) Supplier Customer Service..... | 35 |
| (f) Billing and Payment Service..... | 35 |
| (g) Collection Services..... | 36 |
| 3. Initiation and Termination of Supplier Service | 36 |
| (a) Initiation | 36 |
| (b) Termination | 37 |
| (c) Customer Moves..... | 37 |
| (d) Other..... | 38 |
| 4. Interruption, Disconnection and Refusal of Delivery Service..... | 38 |
| 5. Metering..... | 38 |
| 6. Determination of Hourly Loads for ISO-NE Reporting | 39 |
| 7. Liability..... | 40 |

Issued: July 2, 2010

Issued by: Gary A. Long

Effective: July 1, 2010

Title: President and Chief Operating Officer

TABLE OF CONTENTS (Continued)

| | <u>Page</u> |
|--|-------------|
| DELIVERY SERVICE RATE SCHEDULES | |
| Residential Delivery Service Rate R | 41 |
| Residential Time-of-Day Delivery Service Rate R-OTOD | 44 |
| Residential Electric Assistance Program Rate EAP | 48 |
| General Delivery Service Rate G..... | 50 |
| General Time-of-Day Delivery Service Rate G-OTOD | 54 |
| Load Controlled Delivery Service Rate LCS | 57 |
| Primary General Delivery Service Rate GV..... | 61 |
| Large General Delivery Service Rate LG..... | 66 |
| Backup Delivery Service Rate B | 70 |
| Sawmill Retention Delivery Service Rate SR | 74 |
| Outdoor Lighting Delivery Service Rate OL..... | 76 |
| Energy Efficient Outdoor Lighting Delivery Service Rate EOL..... | 82 |
| Voluntary Interruption Program Rate VIP..... | 88 |
| Ski Area Interruptible Delivery Service Rate SKI..... | 91 |
| ENERGY SERVICE RATE SCHEDULES | |
| Default Energy Service Rate DE | 94 |
| ENERGY EFFICIENCY PROGRAM | |
| Smart Start Rate SSP | 97 |
| Residential Energy Efficiency Loan Program | 100 |

Issued: July 2, 2010

Issued by: Gary A. Long

Effective: July 1, 2010

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TERMS AND CONDITIONS FOR DELIVERY SERVICE

1. Service Area

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

| | | | |
|-------------|--------------|-------------|---------------|
| Albany# | Bridgewater# | Danbury# | Freedom# |
| Alexandria* | Bristol# | Danville** | Fremont# |
| Allenstown# | Brookfield# | Deerfield* | Gilford# |
| Alstead** | Brookline | Deering | Gilmanton |
| Alton** | Cambridge | Derry# | Gilsum |
| Amherst | Campton* | Dover | Goffstown |
| Andover** | Candia* | Dublin | Gorham |
| Antrim | Canterbury* | Dummer | Goshen* |
| Ashland** | Carroll | Dunbarton# | Grafton# |
| Atkinson* | Charlestown* | Durham# | Grantham# |
| Auburn# | Chatham | Easton* | Greenfield |
| Barnstead* | Chester* | Eaton# | Greenland |
| Barrington | Chesterfield | Effingham | Greenville |
| Bath# | Chichester* | Enfield** | Green's Grant |
| Bedford | Claremont# | Epping# | Hampstead# |
| Belmont# | Clarksville* | Epsom* | Hampton** |
| Bennington | Colebrook* | Errol | Hancock |
| Berlin | Columbia* | Exeter** | Hanover** |
| Bethlehem# | Concord** | Farmington# | Harrisville |
| Boscawen** | Conway* | Fitzwilliam | Haverhill* |
| Bow** | Cornish* | Francestown | Hebron# |
| Bradford | Croydon# | Franconia | Henniker |
| Brentwood* | Dalton | Franklin# | Hill** |

Company serves over 90 percent of the customers in this municipality. (See Note)

* Company serves less than 90 percent but more than 10 percent of the customers in this municipality. (See Note)

** Company serves less than 10 percent of the customers in this municipality. (See Note)

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

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Effective: July 1, 2010

Title: President and Chief Operating Officer

| | | | |
|-------------------|----------------|-----------------|--------------|
| Hillsborough | Meredith** | Pembroke# | Stratford |
| Hinsdale | Merrimack | Peterborough | Stratham** |
| Hollis | Middleton | Piermont* | Sugar Hill |
| Hooksett | Milan | Pinkham's Grant | Sullivan |
| Hopkinton# | Millsfield | Pittsburg# | Sunapee* |
| Hudson | Milford | Pittsfield# | Surry# |
| Jaffrey | Milton | Plainfield* | Sutton# |
| Jefferson | Mont Vernon | Plymouth** | Swansey |
| Keene | Nashua | Portsmouth | Tamworth# |
| Laconia# | Nelson | Randolph | Temple |
| Lancaster | New Boston | Raymond* | Thornton |
| Landaff* | New Castle | Richmond | Tilton |
| Lee* | New Durham* | Rindge | Tuftonboro* |
| Lempster** | New Hampton* | Rochester | Troy |
| Lincoln** | New Ipswich | Rollinsford | Unity* |
| Lisbon# | New London | Roxbury | Wakefield# |
| Litchfield | Newbury | Rye | Warner |
| Littleton** | Newfields | Salisbury* | Washington |
| Londonderry | Newington | Sanbornton# | Waterville** |
| Loudon | Newmarket | Sandown* | Weare |
| Lyman# | Newport# | Sandwich* | Webster* |
| Lyme* | North Hampton | Seabrook** | Wentworth's |
| Lyndeboro | Northfield* | Sharon | Location |
| Madbury | Northumberland | Shelburne | Westmoreland |
| Madison# | Northwood# | Somersworth | Whitefield |
| Manchester | Nottingham* | Springfield* | Wilmot** |
| Marlboro | Orange** | Stark | Wilton |
| Marlow# | Orford* | Stewartstown* | Winchester |
| Martin's Location | Ossipee* | Stoddard | Windham# |
| Mason | Pelham** | Strafford | Windsor |

Company serves over 90 percent of the customers in this municipality. (See Note)

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2. Definitions

The following words and terms shall be understood to have the following meanings when used in this Tariff, including in any agreements entered into under this Tariff:

Application: A request by a Customer for Delivery Service pursuant to the provisions of this Tariff.

Commission: The State of New Hampshire Public Utilities Commission.

Customer: Any person, firm, corporation, cooperative marketing association, utility or government unit or sub-division of a municipality or of the state or nation supplied with Delivery Service by the Company. Each Delivery Service account shall be considered a separate and distinct Customer.

Customer Choice Date: May 1, 2001.

Default Energy Service (“Default Service”): Electric energy and capacity supplied to a Customer by the Company. The Company shall supply all Default Service in its service territory from its generation assets and, if necessary, through supplemental power purchases in a manner approved by the Commission. Service shall be supplied during periods in which a Customer is not receiving Self-Supply Service or Supplier Service. Default Service shall be provided in accordance with Default Energy Service Rate DE and shall be provided in conjunction with the applicable Delivery Service Rate Schedule.

Delivery Service: The delivery of electric power by the Company to a Customer under this Tariff.

Electronic Enrollment: A request submitted electronically to the Company by a Supplier for the initiation of Supplier Service to a Customer.

Energy Service Provider (“Supplier”): Any entity registered with the Commission and authorized by the Commission to supply electricity to retail users of electricity in the state of New Hampshire.

FERC: The Federal Energy Regulatory Commission.

Force Majeure: Any cause beyond the reasonable control of, and without the fault or negligence of, the Party claiming Force Majeure. It shall include, without limitation, sabotage, strikes or other labor difficulties, soil conditions, riots or civil disturbance, acts of God, acts of public enemy, drought, earthquake, flood, explosion, fire, lightning, landslide, sun storms or similarly cataclysmic occurrence, or appropriation or diversion of electricity by sale or order of any governmental authority having jurisdiction thereof. Economic hardship of either Party shall not constitute a Force Majeure under this Tariff.

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ISO-NE: The Independent System Operator of New England, the NEPOOL operating center that centrally dispatches the electric generating and transmission facilities owned or controlled by NEPOOL participants to achieve the objectives of the NEPOOL Agreement.

Local Network: The transmission and distribution facilities which are owned, leased and maintained by the Company, which are located in the states of New Hampshire and Maine and that are used to provide Delivery Service under this Tariff. The Local Network does not include any capacity or transmission or distribution facilities owned, leased or supported by the NU System Companies.

NEPOOL: The New England Power Pool.

Northeast Utilities System Companies (“NU System Companies”): The operating companies of Northeast Utilities Service Company other than PSNH.

Parties or Party: PSNH and/or one or more Customers under this Tariff.

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

PTF Facilities: All pool transmission facilities included in the NEPOOL Open Access Transmission Tariff on file with the FERC.

PSNH (“Company”): Public Service Company of New Hampshire.

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

Restated NEPOOL Agreement (“NEPOOL Agreement”): An agreement between the NEPOOL participants dated September 1, 1971 and restated December 31, 1996, as amended from time to time.

Requirements for Electric Service Connections: The booklet prepared by the Company to establish standardized rules and regulations for the installation of electric service connections within the Company’s Service Area.

Self-Supply Service: Electric energy and capacity purchased by a Customer directly from the Independent System Operator of New England or the New England Power Pool.

Settlement Agreement: The Settlement Agreement by and between the state of New Hampshire, Northeast Utilities and Public Service Company of New Hampshire dated June 23, 2000, and conformed as of September 22, 2000.

Supplier-Rendered Energy Service (“Supplier Service”): The sale of energy and capacity including ancillary services to a Customer by a Supplier.

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

3. General

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

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

- (a) When necessary to prevent injury to persons or damage to property.
- (b) When necessary to permit the Company to make repairs to or changes and improvements in a part or parts of the Company's electrical facilities; such action to be taken upon reasonable notice to the Customers to be affected, if practicable, or without any notice in an emergency when such notification would be impracticable or would prolong a dangerous situation.
- (c) When conditions in a part or parts of the interconnected generation-transmission system of which the Company's facilities are a part make it appear necessary for the common good.
- (d) When such variance, including a reversal of supply, or such interruption, curtailment or suspension is a result of Force Majeure as defined in this Tariff and any cause except willful default or neglect on the Company's part.

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

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

4. Availability

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

In the event that a conflict arises between this Tariff and the Terms and Conditions specifically related to transmission service under NU System Companies Transmission Service Tariff No. 10, or successor thereto, then NU System Companies Transmission Service Tariff No. 10 will apply.

In the event a conflict arises between this Tariff and the Settlement Agreement, then the Settlement Agreement will take precedence over this Tariff.

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

5. Application, Contract and Commencement of Service

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

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

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6. Selection of Supplier or Self-Supply Service by a Customer

Any Customer requesting or receiving Delivery Service under this Tariff is responsible for selecting or changing a Supplier or selecting Self-Supply Service. The Company shall process a change in or initiation of Supplier Service or Self-Supply Service within two business days of receiving a valid Electronic Enrollment from a Supplier or notice from the Customer in the case of Self-Supply Service. The Supplier or the Customer in the case of Self-Supply Service must satisfy all the applicable requirements of this Tariff and the Commission's rules prior to the commencement of Supplier Service or Self-Supply Service. The date of change in, or initiation of, Supplier Service or Self-Supply Service shall commence upon the next meter reading date for the Customer provided the Company receives and successfully processes the Electronic Enrollment from a Supplier or notice from the Customer in the case of Self-Supply Service at least two business days prior to the regularly scheduled meter reading cycle date for the Customer.

The Company shall accept no more than one Supplier for a Customer during any particular monthly billing cycle.

For a new service location for which a Customer requests Delivery Service, the Company must receive an Electronic Enrollment from a Supplier to enable the rendering of Supplier Service in conjunction with Delivery Service or notice from the Customer to enable the rendering of Self-Supply Service in conjunction with Delivery Service. If an Electronic Enrollment has not been received by the Company from a Supplier for any reason or notice has not been received from the Customer to enable the rendering of Self-Supply Service, energy and capacity shall be provided under the Company's Default Energy Service Rate DE.

If an Electronic Enrollment fails to meet the requirements of this Tariff, the Company shall, within one business day of receipt of the Electronic Enrollment, notify the Supplier requesting service of the reasons for such failure.

The Customer or its designee shall ensure that all information provided to the Company for Delivery Service is accurate and shall provide the Company with prompt notification of any changes thereto. The Customer's Supplier shall also ensure that all information contained in the Supplier's Electronic Enrollment is accurate and shall provide the Company with prompt notification of any changes thereto.

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7. Termination of Supplier Service or Self-Supply Service

To terminate Supplier Service from a particular Supplier, a Customer may either have the Supplier of record send to the Company a "Supplier Drops Customer" transaction, in accordance with the Terms and Conditions for Energy Service Providers section of this Tariff, or request Supplier Service from an alternative Supplier. Supplier Service from the Supplier of record shall terminate on the next meter read date provided the Company has received either a valid "Supplier Drops Customer" notice from the Supplier of record or a valid Electronic Enrollment from a new Supplier at least two business days prior to the regularly scheduled meter read date.

To terminate Self-Supply Service, a Customer may either provide notice to the Company or request Supplier Service from a Supplier. Self-Supply Service shall terminate on the next meter read date provided the Company has received notice from the Customer or has received a valid Electronic Enrollment from a Supplier at least two business days prior to the regularly scheduled meter read date.

8. Unauthorized Switching of Suppliers

The Company is not responsible for any loss or damage (direct, indirect or consequential) to any persons resulting from the Company's processing of an unauthorized Electronic Enrollment received from a Supplier.

9. Conditions of Delivery Service

Under the NEPOOL Agreement, the day-to-day operation of the generation and transmission systems of NEPOOL Participants, including the Company, is subject to ISO-NE dispatch and control. It is understood that occasions may arise where ISO-NE imposes limitations on service rendered under this Tariff in order to reliably operate the regional bulk power system in accordance with ISO-NE Operating Procedures. The Company shall not be liable for any actions taken by ISO-NE in the performance of the Company's duties under the NEPOOL Agreement and related operating guidelines and procedures.

10. Deposits, Payments, Refusal or Discontinuance of Service

Until a Customer has established satisfactory credit relations or when unsatisfactory credit relations exist, the Company may require security in the form of a cash deposit or an irrevocable written guarantee of a responsible third party. Cash deposits should not be less than \$10.00 nor more than the estimated bill for Delivery Service and Default Service for a period of two (2) high use months. The highest use month will not be used in determining the amount of deposit.

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Interest on all deposits shall be accrued at a rate equal to the base rate on corporate loans at large United States money center commercial banks (the Prime Rate), from the date of deposit to the date of termination. The monthly simple interest rate on deposits shall be fixed on a quarterly basis for quarterly periods ending March, June, September and December of each calendar year and shall be established as one-twelfth (1/12) of the annual Prime Rate reported in The Wall Street Journal on the first business day of the month preceding the calendar quarter. If more than one Prime Rate is reported in The Wall Street Journal, the average of the reported rates shall be used. Deposits plus accrued simple interest thereon, less any amount due the Company, will be refunded to the Customer when satisfactory credit relations have been established, or upon termination of service. The refund of accrued interest amounts shall be made by the Company pursuant to the rules of the Commission. When a deposit or balance of a deposit cannot be refunded because the Company is unable to locate the Customer, no additional interest shall be accrued on the deposit.

Charges for service under rates in this Tariff are predicated upon monthly billing, which as far as practicable will be thirty (30) days apart, and will be due upon presentation of bill. The Company may discontinue service for non-payment after a bill, or a portion thereof, becomes thirty (30) days overdue, or for other good cause, in accordance with applicable statutes and the rules and regulations of the Commission in effect at the time. Service to the Customer may be discontinued at the location where the Company furnished the service for which the overdue bill was rendered; or, if service is no longer being furnished to the Customer at that location, the Company may discontinue service at the current location, if the debt is uncontested and accrued within the past three years, subject to the Commission's Rules and Regulations.

When service has been disconnected for nonpayment, the Company may make a reasonable charge for reconnection before service is restored.

Except as otherwise specifically provided in any agreement between the Company and the Customer, charges for service furnished under this Tariff shall continue until such time as the Company shall receive reasonable notice from the Customer of a desire to terminate the service. The date of termination shall be the date specified by the Customer but not sooner than four business days from the date the Customer notified the Company.

The Company may require an applicant, as a condition of new service, to enter into a reasonable repayment plan for an uncontested debt owed to the Company within the past three years. Uncontested debt shall include any amounts for services provided by the Company before the Customer Choice Date and/or any amounts for Delivery Service and any Default Service furnished to the applicant. The Company may require the applicant to pay a security deposit or provide a written third-party guarantee as allowed under the rules and regulations of the Commission.

Whenever a Customer makes payment to the Company for service under this Tariff with a check or draft that is not accepted by the institution on which it is written, the Company shall make a charge to the Customer of either \$5.00 or the actual administrative cost of recovery, whichever amount is greater.

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11. Failure of Payment Agent to Remit Payment

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

12. Refusal to Serve

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

The Company reserves the right to reject any Application for service if the amount or nature of the service applied for, or the distance of the premises to be served from an existing suitable distribution line, or the difficulty of access thereto, is such that the estimated income from the service applied for is insufficient, under any of the Company's applicable rates, to yield a reasonable return to the Company, unless such Application is accompanied by (a) a cash payment or (b) an undertaking satisfactory to the Company guaranteeing a stipulated revenue for a definite period of time, or both (a) and (b).

13. Maximum Demand

The "Maximum Demand" or "Customer's Load," which shall be stated in kilowatts or kilovolt-amperes as specified in the applicable Rate Schedule, is defined as the greatest rate of taking Delivery Service during a specified interval.

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

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

14. Meters

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

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

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

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

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

In cases of non-access or where a meter fails to register the full amount of electricity consumed, the amount of the bill will be estimated by the Company, based upon the use recorded during previous months, or upon the best information available.

The Company may estimate, rather than meter, demand and kilowatt-hours used by a Customer where the demand and kilowatt-hour usage are constant and known or for locations which, in the Company's judgment, are unsafe or impractical to separately meter or to access on a regular basis by Company personnel.

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15. Customer Use of Electricity

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

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

16. Compliance

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

- (a) The Customer shall comply with or perform all of the requirements or obligations of this Tariff and the Company's "Requirements for Electric Service Connections".
- (b) The Customer shall allow the Company reasonable access to the Company's facilities located on the Customer's premises.
- (c) The Customer shall comply with any applicable orders and regulations of the Commission.
- (d) The Customer shall not cause or allow to exist any unauthorized or fraudulent use or procurement of the Delivery Service or any tampering with the connections or other equipment of the Company, or any condition on the Customer's premises involving the Delivery Service which is dangerous to health, safety or the electric service of others or which represents a clear and present danger to life, health, or physical property, or to the Company's ability to serve its other Customers.
- (e) The Customer shall notify the Company when the Customer no longer desires Delivery Service.

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17. Resale of Delivery Service

No customer shall sell, resell, assign or otherwise dispose of all or any part of the Delivery Service purchased from the Company without the written consent of the Company.

18. Company Property

The Company shall have the right to install, maintain and operate such Company-owned facilities on the premises of the Customer as in its judgment may be required to render Delivery Service to the Customer in accordance with this Tariff, whether such facilities shall be overhead or underground and whether the premises of the Customer are owned or leased to the Customer, and shall have the free right at all reasonable times to enter upon said premises for the purpose of maintaining, repairing, replacing or removing such facilities. Normally such facilities will consist of, but they shall not be limited to, overhead or underground service wires or cables extending to a Company-owned meter or meters and associated equipment.

Customer must provide, without expense or cost to the Company, the necessary permits, consents or easements satisfactory to the Company in order to install, maintain, repair, replace, or remove the Company's facilities on the Customer's property or property owned by others on which facilities are placed to serve the Customer.

If the Customer is a tenant or a mortgagor and his right of occupancy does not include authority to grant the Company the foregoing rights, he shall obtain his landlord's or his mortgagee's authority to grant the foregoing rights, and the Company may require that such authority be evidenced in writing by the landlord or mortgagee.

In the case of underground facilities, the Customer shall not erect or maintain or permit to be erected or maintained any building or structure over such facilities and shall not plant or permit to be planted any trees over such facilities.

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Title: President and Chief Operating Officer

19. Holidays

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

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

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

20. Conjunctual Service

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

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

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Issued by: Gary A. Long

Effective: July 1, 2010

Title: President and Chief Operating Officer

21. Conditions Under Which This Tariff is Made Effective

On July 1, 2010, PSNH implemented on a service-rendered basis new distribution charges designed to recover an additional \$45.5 million annually over and above the distribution rates in effect prior to July 1, 2010, as approved by the Commission in its Order No. 25,123 dated June 28, 2010 in Docket No. DE 09-035; new stranded cost recovery charges reflecting an increase in the overall average stranded cost recovery charge rate from 1.18 cents per kilowatt-hour to 1.20 cents per kilowatt-hour as approved by the Commission in its Order No. 25,120 dated June 28, 2010 in Docket No. DE 09-179; new transmission rates reflecting an increase in the overall average transmission rate from 1.195 cents per kilowatt-hour to 1.501 cents per kilowatt-hour as approved by the Commission in its Order No. 25,122 dated June 28, 2010 in Docket No. DE 10-158; and a new Default Energy Service rate of 8.78 cents per kilowatt-hour as approved by the Commission in its Order No. 25,121 dated June 28, 2010 in Docket No. DE 09-180.

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22. Customer Choice of Rate

Upon a Customer's request, the Company shall provide information as to what may be the most advantageous rates and charges available to the Customer under this Tariff. However, the responsibility for the selection of a rate lies with the Customer and the Company does not warrant or represent in any way that a Customer will save money by taking service under a particular rate. The Company will not be liable for any claim that service provided to a Customer might have been less expensive or more advantageous to such Customer if supplied under another available rate.

23. Statement by Agent

No representative of the Company or NU System Companies has the authority to modify any rule, provision or rate contained in this Tariff, or bind the Company for any promise or representation contrary thereto.

24. Third Party Claims and Non-Negligent Performance

Each Party agrees to indemnify and hold the other Party and its affiliated companies and the trustees, directors, officers, employees, and agents of each of them (collectively "Affiliates") harmless from and against any and all damages, costs (including attorneys' fees), fines, penalties, and liabilities, in tort, contract, or otherwise (collectively "Liabilities") resulting from claims of third parties arising, or claimed to have arisen, from the acts or omissions of such Party in connection with this Tariff. Each Party hereby waives recourse against the other Party and its Affiliates for, and releases the other Party and its Affiliates from, any and all Liabilities for or arising from damage to its property due to a non-negligent performance by such other Party.

25. Charges for Temporary Services

The Company shall have the right to charge the Customer for the total cost incurred in constructing and removing temporary services at locations under construction where the temporary service will not be converted to a permanent service. Such costs shall include the costs of labor, overheads and all materials except for the costs of transformers and meters. The Company shall not charge for the construction and removal of such temporary service whenever the temporary service is to be replaced at approximately the same location with a permanent service when construction is completed, provided that the permanent service is run from the same pole and utilizes the same material which was utilized for the temporary service.

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Title: President and Chief Operating Officer

26. Underground Service

Underground electric distribution facilities will be provided by the Company, in accordance with the provisions of the Company's "Requirements for Electric Service Connections" and this Tariff, when feasible and practicable and when consistent with the normal availability of Company personnel, the orderly scheduling of construction projects, and all as reasonably determined by the Company. Subject to the above-stated limitations on the availability of underground facilities, such facilities will be provided by the Company on a consistent and equitable basis to all who qualify.

27. Stranded Cost Recovery Charge

The overall average level of the Stranded Cost Recovery Charge (SCRC) will be 3.4 cents per kilowatt-hour for the period from the Customer Choice Date until the earlier of the date that the non-securitized assets are fully amortized or the Recovery End Date as defined under the Settlement Agreement. The actual SCRC may vary among the different Rate Schedules and within separately metered rate options contained in certain Rate Schedules. During that time, the Company, every six months, shall compare the amount to be recovered through Parts 1, 2 and 3 of the SCRC, as defined under the Settlement Agreement with the revenue received from the billing of the SCRC. If the amount to be recovered exceeds the amount of revenue received through the billing of the SCRC, the difference will be deferred and recovered with a return as a Part 3 amount during the next six month period. The return shall equal the Stipulated Rate of Return set forth in the Settlement Agreement. If the amount to be recovered is less than the amount of revenue received through the billing of the SCRC, the difference will be used to accelerate the amortization of non-securitized stranded assets, thereby shortening the recovery period for such assets.

Subsequent to the time period described above, the Company shall calculate the SCRC to be billed during each prospective six month period. Any difference between the amount to be recovered through the SCRC during any six month period and the revenue received through the application of the SCRC during that period shall be refunded or recovered with a return during the subsequent six month period by reducing or increasing the SCRC for the subsequent six month period. The return will be calculated using the Stipulated Rate of Return set forth in the Settlement Agreement.

28. Transmission Cost Adjustment Mechanism

The Transmission Cost Adjustment Mechanism ("TCAM") will recover, on a fully reconciling basis, the costs incurred by the Company for transmission related services. These costs include charges under the NU System Company's FERC-filed transmission tariffs; charges billed to the Company by Other Transmission Providers; third party charges billed to the

Issued: July 2, 2010

Issued by: Gary A. Long

Effective: July 1, 2010

Title: President and Chief Operating Officer

Company for transmission related services such as charges relating to the stability of the transmission system which the Company is authorized to recover by order of the regulatory agency having jurisdiction over such charges; and transmission-based assessments or fees billed by or through regulatory agencies, including those associated with the ISO-NE, regional transmission organization (“RTO”) and the FERC. For purposes of this mechanism, “Other Transmission Providers” shall be defined as any transmission provider and any regional transmission group, an independent system operator, an RTO and their successors, or other such body with the oversight of regional transmission, in the event that any of these entities are authorized to bill the Company directly for their services.

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

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

29. Electricity Consumption Tax Charge

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

30. System Benefits Charge

On and after the Customer Choice Date, and subject to Commission review, all Customers shall be obligated to pay the following System Benefits Charge in addition to all other applicable rates and charges under this Tariff. The System Benefits Charge shall appear separately on all Customer bills.

System Benefits Charge 0.330 cents per kilowatt-hour

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Issued by: Gary A. Long

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Title: President and Chief Operating Officer

31. Late Payment Charge

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

For Customers rendered Delivery Service under Primary General Delivery Service Rate GV or Large General Delivery Service Rate LG or Backup Delivery Service Rate B, all amounts previously billed but remaining unpaid after the due date printed on the bill shall be subject to a late payment charge of one and one-half percent (1 ½ %) thereof, such amounts to include any prior unpaid late payment charges. For all other Customers, all amounts previously billed but remaining unpaid after the due date printed on the bill shall be subject to a late payment charge of one percent (1%) thereof, such amounts to include any prior unpaid late payment charges. The late payment charge is not applicable to a) residential Customers who are taking service under the statewide Electric Assistance Program (EAP) as approved by the Commission; b) residential Customers receiving protection from disconnection of service under any enhanced winter protection programs offered by PSNH; c) residential Customers whose electric bill is paid on their behalf (whether in part or in whole) through the Low Income Home Energy Assistance Program (LIHEAP); and d) past due balances of Residential Rate R, Residential Time-of-Day Rate R-OTOD, General Service Rate G, General Service Time-of-Day Rate G-OTOD, Outdoor Lighting Rate OL, or Energy Efficient Outdoor Lighting Rate EOL. Customers who are abiding by the terms of an extended payment arrangement agreed to by the Company.

32. Loss of Service Investigation Charge

If at the request of a Customer, the Company investigates any loss of electric service at the Customers' premises, a charge will be made for each such investigation if the Company finds the interruption of service has been caused by the Customer's equipment. The charges for this service are as follows:

For Customers rendered Delivery Service under Residential Rate R, Residential Time-of-Day Rate R-OTOD, General Service Rate G or General Service Time-of-Day Rate G-OTOD:

| | |
|---|-------------------------|
| Investigations performed during normal business hours: | \$125 per investigation |
| Investigations performed outside normal business hours: | \$250 per investigation |

For all other Customers, the Company shall have the right to charge the Customer for the total cost incurred to investigate the loss of service.

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Title: President and Chief Operating Officer

33. Rates for Purchases from Qualifying Facilities

Availability:

This short-term purchase arrangement shall be available to Qualifying Facilities (QFs) interconnected with the Company. Qualifying Facilities shall mean small power producers and cogenerators that meet the criteria specified by (i) FERC in 18 C.F.R. §§ 292.203 (a) and (b); or; (ii) the definition of "limited producer" or "limited electrical energy producer" in NHRSA 362-A:1-a and who meet the requirements of RSA 362-A:3, II.

Nothing shall prohibit the Company from separately contracting for generation purchases from QFs. Nothing herein shall be construed to affect, modify or amend terms and conditions of an existing Qualifying Facility's contract or rate order with respect to the sale of its energy or capacity.

Selling Options:

QFs may sell to the Company or wheel through the Company. All generation sold to the Company shall be resold at the ISO-NE market clearing price and subject to appropriate charges as if the power was wheeled through the Company and sold directly to ISO-NE.

Metering:

Generators selling to the Company shall install metering as specified by the Company to satisfy ISO-NE requirements as they may change from time to time. Projects shall be charged a standard monthly service fee for metering service as approved by the appropriate regulatory agency.

Net Metering:

Projects 100 kilowatts and under using renewable generation shall have the option of being served under the Net Energy Billing Service as specified by NH RSA 362-A:9 and the rules promulgated by the appropriate regulatory agency.

Rates:

Qualifying Facilities selling their output to the Company will be eligible to receive Short Term Avoided Cost Rates equal to the payments received by the Company for the sale of QF generation to the ISO-NE power exchange, adjusted for line losses, wheeling costs and administrative costs incurred by the Company for the transaction. Projects shall be charged a standard monthly service fee for billing service as approved by the appropriate regulatory agency.

Wheeling Charges:

The Company reserves the right to impose any appropriate wheeling charges (including distribution wheeling charges) for generation transmitted through the Company and sold to ISO-NE and others as may be approved by the appropriate regulatory agency.

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Title: President and Chief Operating Officer

34. Line Extensions

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

1. Location of Distribution Facilities

The order of preference for the location of line extensions are (i) along public ways; (ii) along private roads maintained year-round; (iii) along private roads maintained on a seasonal basis; (iv) over rights of way accessible by standard Company equipment; and (v) over rights of way not accessible by standard Company equipment. The Company may choose a higher preference location even if a lower preference location may result in a shorter line extension. The final placement of all line extensions must be preapproved by the Company.

2. Calculation of Line Extension Construction Costs

Definitions

Overhead Service Drop: The final span of cable providing secondary voltage to a Customer's meter or point of attachment location, whichever is applicable, from a utility pole. The maximum length of an overhead service drop is determined by the characteristics of the Customer's load and the terrain over which the overhead service drop passes.

Underground Service Drop: The final run of cable providing secondary voltage to a Customer's meter from a transformer or from a secondary conductor located on the Company's distribution system. If the length of the final run of cable is greater than 125 feet, then the length of the underground service drop is deemed to be 125 feet when determining the amount to be charged to the Customer for the line extension.

Distribution Facilities Provided by the Company at No Charge to the Customer

There shall be no separate charge for a pole-mounted transformer which the Company determines is needed to adequately serve a Customer's load and an Overhead or Underground Service Drop.

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Title: President and Chief Operating Officer

Additional Distribution Facilities

Any overhead or underground distribution facilities required to serve a Customer in addition to a pole-mounted transformer and/or an Overhead or Underground Service Drop as defined above, are subject to the charges specified below.

Adding Additional Phases to Existing Overhead Single-phase Facilities

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

Overhead Single-Phase Facilities

The estimated cost shall be derived by multiplying the length of the distribution facilities by the average cost per foot of overhead single-phase distribution facilities based on the following schedule of charges. The length of the distribution facilities shall be based on the length of single-phase primary and secondary line to be installed, excluding the length of secondary line to be installed for any Overhead Service Drops.

| <u>Effective Dates</u> | <u>Overhead, Single-Phase Average Cost per Foot</u> |
|----------------------------------|---|
| January 1, 2010 – March 31, 2011 | \$8.40 |
| April 1, 2011 – March 31, 2012 | \$9.90 |
| April 1, 2012 – March 31, 2013 | \$11.40 |
| April 1, 2013 – Forward | See section “Average Cost per Foot Effective From April 1, 2013 – Forward” |

Overhead Three-Phase Facilities

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

Issued: July 2, 2010

Issued by: Gary A. Long

Effective: July 1, 2010

Title: President and Chief Operating Officer

Underground Single-Phase Facilities

The estimated cost shall be derived by multiplying the length of the distribution facilities by the average cost per foot of underground single-phase distribution facilities based on the following schedule of charges and adding the result to the excess cost of any padmounted transformers to be installed. The length of the distribution facilities shall be based on the length of single-phase primary and secondary line to be installed, excluding the length of secondary line to be installed for each Underground Service Drop. The excess cost of a padmounted transformer is the amount by which the cost of a padmounted transformer exceeds the cost of an equivalent pole-mounted transformer. The Company will determine the excess cost on the basis of average cost formulas consistently and equitably applied to all underground installations.

| <u>Effective Dates</u> | <u>Underground, Single-Phase Average Cost per Foot</u> |
|----------------------------------|---|
| January 1, 2010 – March 31, 2011 | \$11.46 |
| April 1, 2011 – March 31, 2012 | \$13.08 |
| April 1, 2012 – March 31, 2013 | \$14.71 |
| April 1, 2013 – Forward | See section “Average Cost per Foot Effective From April 1, 2013 – Forward” |

Underground Three-Phase Facilities

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

Average Cost per Foot Effective From April 1, 2013 - Forward

Effective April 1, 2013, the Company will update the overhead single-phase and underground single-phase average cost per foot figures for effect on April 1 of each year based upon a sampling of actual line extensions completed in the preceding three calendar years using the methodology contained in the Settlement Agreement in Docket No. DE 08-135 and as approved by the Commission in its Order No. 25,046 dated November 20, 2009. All costs related to the construction of the distribution facilities will be included in the average cost per foot figures, including but not limited to design and inspection and construction labor; researching and recording easements; materials; traffic control; tree trimming; blasting and overheads.

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Effective: July 1, 2010

Title: President and Chief Operating Officer

3. Requests for Service at Locations Which are the Subject of a Previous Line Extension Agreement

Line extension agreements in effect prior to January 1, 2010 will remain in effect through the end of the line extension agreement term. Whenever a Customer applies for service at a location which is the subject of a previous line extension agreement, payments under which have not been completed, such Customer shall be required to pay their proportional share of the previous line extension construction costs in accordance with the line extension agreement.

4. Customer Responsibilities

- i) Payments: The Customer is responsible to pay to the Company any line extension construction costs as defined in section 2 above, their proportional share of any line extension construction costs in accordance with any line extension agreements in effect when service is requested by the Customer as defined in section 3 above and any special costs as defined in section ix below prior to the start of the Company's construction.
- ii) Easements: The Customer is responsible to provide, without expense or cost to the Company, the necessary permits, consents or easements for a right-of-way satisfactory to the Company on the Customer's property for the construction, maintenance and operation of the Company's distribution facilities, including the right to cut and trim trees and bushes.
- iii) Environmental Permits: The Customer is responsible to provide, without expense or cost to the Company, the necessary environmental permits for the construction, maintenance and operation of the Company's distribution facilities on the Customer's property.
- iv) Plans: The Customer is responsible to provide the Company with details of the intended installation, including property lines, building locations, service entrance specifications and major electrical load information.
- v) Other Documents: If the Customer intends to use an existing easement area to cross the property of others with the Company's distribution facilities, the Customer is responsible to provide evidence that the easement permits the installation of such facilities by the Company.
- vi) Code Compliance: The Customer is responsible to obtain the necessary approvals from the local inspection authorities before the Customer's service entrance equipment is connected to the Company's distribution system.

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Title: President and Chief Operating Officer

- vii) Site Plans: Developers must provide to the Company a site plan or other documentation identifying the maximum number of lots or self-contained living units. The developer shall also provide the Company additional notice should the number of lots or living units increase or decrease from the initial documentation. The developer is responsible to pay any additional costs, including design costs, resulting from changes to the number of lots or units developed subsequent to the original documentation. Upon request, all other Customers requesting service shall provide a site plan for the Company to design the distribution facilities.
- viii) Underground Distribution Facilities: The Customer shall furnish to the Company's specifications all trench excavation, back-fill, conduit, duct bank, manholes, vaults, pedestals and transformer foundations necessary for the installation of underground electric distribution facilities. Underground distribution facilities shall be provided in accordance with the Company's Requirements for Electric Service Connections.
- ix) Special Costs: The Customer shall pay for all costs incurred by the Company for extensions that require construction which would result in special costs, such as railroad or National Forest crossings, crossing rivers and ponds, crossing wetlands, extending to an island, use of submarine cable or any additional costs incurred to protect the environment and comply with the Company's environmental policy and procedures.
- x) The Customer shall be responsible for any other requirements as specified in the Company's Requirements for Electric Service Connections.

5. Company Responsibilities

The Company shall be responsible for:

- i) Constructing and maintaining the electric distribution facilities to serve the Customer's premises.
- ii) Trimming trees and bushes to the Company's standards along the route of the overhead distribution facilities, including the Overhead Service Drop serving the Customer's premises.

All distribution facilities constructed under the provisions of this line extension section shall be and shall remain the property of the Company. The Company shall not be required to install distribution lines, transformers, Service Drops or meters under the above terms in locations where access is difficult by standard Company distribution construction and maintenance vehicles, where the service does not comply with the Company's environmental policy and procedures, where it is necessary to cross a body of water or to serve airport lighting, beacon lighting, street lighting or where the business to be secured will not be of reasonable duration or will tend in any way to constitute discrimination against other Customers of the Company.

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Title: President and Chief Operating Officer

35. Interconnection Standards For Generating Facilities

Any person or entity planning to operate a generating facility and connect it to the Company's facilities must receive approval from the Company prior to connecting the generating facility to the Company's facilities. A generating facility is any device producing electrical energy which can range in size from a small, residential photovoltaic solar installation to a large commercial generating facility. Inverter-based generating facilities sized up to 100 KVA must meet the requirements contained in the Company's "Interconnection Standards for Inverters Sized Up to 100 KVA", as approved by the Commission. The Standards provide information on the application process, time-lines and technical requirements and are available at the Company's web site at www.PSNH.com. For all other generating facilities, the Company must be contacted for site specific interconnection requirements prior to interconnecting the generating facilities with the Company's facilities.

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TERMS AND CONDITIONS FOR ENERGY SERVICE PROVIDERS

The following terms and conditions shall apply to Energy Service Providers (“Suppliers”) doing business within the Company’s Service Area and to Customers where specified.

1. Obligations of Suppliers

- a. At all times, the Supplier must meet the registration and licensing requirements established by law and/or by the Commission and must comply with all applicable rules promulgated by the Commission.
- b. The Supplier or the Customer in the case of Self-Supply Service must be either a member of NEPOOL or have an agreement in place with a NEPOOL member whereby the NEPOOL member agrees to take responsibility for all the NEPOOL load obligations, including but not limited to losses and uplift costs, associated with supplying energy and capacity to the Customer’s delivery point.
- c. The Supplier or the Customer in the case of Self-Supply Service shall be responsible for providing all the capacity and energy needs of the Customer and shall be responsible for any and all losses which include all distribution and transmission losses along the Local Network from the PTF Facilities to the Customer’s delivery point.
- d. The Supplier shall provide the Company with at least 30 days’ notice prior to either the cancellation of an agreement for load responsibility with NEPOOL or a NEPOOL member, or the termination of business in the Company’s Service Area. The Supplier shall accept load responsibility for all its Customers, or have an agreement with a NEPOOL member which provides for accepting load responsibility for all its Customers, until the first meter read date for each respective customer occurring two business days after notice to the Company or transmittal of any Electronic Data Interchange (“EDI”) to the Company.
- e. In the case of Self-Supply Service the Customer shall provide the Company with at least 30 days’ notice prior to the cancellation of an agreement for load responsibility with either NEPOOL or a NEPOOL member. The Customer shall accept load responsibility or have an agreement with a NEPOOL member which provides for accepting load responsibility for the Customer until the Customer’s first meter read date occurring at least two business days after notice has been received by the Company from the Customer.
- f. The Supplier shall satisfy all the EDI standards as approved by the Commission. A Supplier shall be required to complete testing of EDI transactions prior to the rendering of Supplier Service to any Customer.

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Issued by: Gary A. Long

Effective: July 1, 2010

Title: President and Chief Operating Officer

- g. Each Supplier shall be required to enter into a service contract with the Company that resolves issues associated with, among other things, information exchange, problem resolution, cash posting, and revenue liability. This contract must be entered into prior to initiation of Supplier Service to any Customer in the Company's Service Area.
- h. The Supplier shall be responsible for obtaining the Customer's authorization, in accordance with the Commission's rules, prior to the commencement of Supplier Service.
- i. The Supplier shall be responsible for obtaining the Customer's written authorization for the release of the Customer's load history to the Supplier by the Company.

In the event a Supplier doing business in the Company's Service Area fails to comply with the obligations specified above, the Supplier shall promptly notify the Company or the Company will promptly notify the Supplier. The Supplier shall undertake best efforts to re-comply with its obligations under this Tariff and the Commission's rules in a timely manner. Until the Supplier has re-satisfied its obligations, the Company reserves the right to deny any new customer enrollments from the Supplier. In the event the Supplier is unable or unwilling to re-satisfy its obligations, the Company may transfer the Suppliers' Customers to service under Default Service after notification to the Commission.

2. Services and Schedule of Charges

Where applicable, the Customer and/or Supplier will be obligated to pay the following fees and charges to the Company for the following services:

(a) Customer Change of Supplier

The Company will be entitled to make a Selection Charge for any changes initiated by a Customer, Supplier, or an authorized agent to a different Supplier or to Default Service or Self-Supply Service. For customers who are currently taking Supplier Service, Default Service or Self-Supply Service, the Selection Charge will be assessed to the new Supplier at the time the Company receives an enrollment transaction from the new Supplier. For Customers who are currently taking Supplier Service, the Selection Charge will be assessed to the existing Supplier at the time the Company receives a drop transaction from the existing Supplier. The Selection Charge will be assessed to the Customer if the Customer terminates Self-Supply Service and receives Default Service or initiates Self-Supply Service when receiving Default Service or Supplier Service.

Selection Charge\$5.00 per Request

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Title: President and Chief Operating Officer

(b) Customer Usage Data

Suppliers will be provided with monthly usage data, at no charge, via an EDI transaction in accordance with the guidelines adopted by the Commission. The Supplier is responsible for obtaining the Customer's written authorization to release this information and will be required to maintain the confidentiality of the Customer information. The Supplier may not sell or provide this information, in whole or in part, to another party.

(c) Interval Data Services

The Company will provide the following Interval Data Services for Suppliers and Customers who wish to acquire, develop or analyze time interval meter data from the Company's meter installed at the Customer's service location. The following services are limited to those Customers who are rendered service under the Company's Primary General Delivery Service Rate GV, Large General Delivery Service Rate LG and Backup Delivery Service Rate B. The interval data will be provided in 30 minute intervals.

The Supplier is responsible for obtaining the Customer's authorization to release his/her meter data and shall maintain the confidentiality of Customer information. The Supplier may not sell or provide this information, in whole or in part, to another party.

1. Interval Data Access Service

At its expense, the Company will provide metering equipment capable of providing the kilowatt-hour (KWH) and kilovar-hour (KVARH) interval data. This data will be collected by the Company and validated for accuracy.

(i) Subscription Service for Interval Data via Electronic Mail (E-mail), U.S. Mail or Internet Server

The Company will provide the monthly interval data in an electronic format to the Customer or Supplier via E-Mail, U.S. Mail, or the Company will post the monthly interval data files to an internet server designated by the Company. The Customer or Supplier is responsible for downloading the file containing the interval data from the internet server.

Single Delivery Service Account.....\$25.00 per Month

(ii) One-Time Request for Interval Data

If available, the Company will provide a Customer's historical interval data in an electronic format to the Customer or Supplier at the following rate:

Single Delivery Service Account.....\$50.00 per Request

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2. Load Pulse Outputs Service

This service is offered to Customers or Suppliers who desire a pulse output from the Company’s meter. The Company will acquire and install the equipment to allow the Customer or Supplier to interface with the Company’s metering equipment and enable the Customer or Supplier to have access to load pulse output. Pulses representing kilowatt-hours are usually requested, but other electrical quantities such as kilovar-hours are also available. The Customer or Supplier has the option to connect this output to their own interval data recorder or other load monitoring or load management devices. The Customer or Supplier is responsible for connecting their own devices to the load pulse output. The Load Pulse Outputs Service is available at no additional charge to Customers or Suppliers who receive service under the Extended Metering Service provided the Customer or Supplier provides and maintains a dedicated, dial-up, analog telephone line to the meter. The one-time fee for this service is as follows:

| | |
|-------------------------------------|-----------------|
| <u>Load Pulse Output</u> | |
| Kilowatt-hour..... | \$240 per Meter |
| Each Additional Meter Quantity..... | \$125 per Meter |

3. Extended Metering Service

This service is offered to Customers or Suppliers who desire telephone access directly to the Company’s meter. The Company will acquire and install recording meters that can be accessed through a telephone line. Up to five meters can be read with one telephone line. The Customer or Supplier shall arrange for the installation and ongoing charges associated with the phone line required under this option. The Customer or Supplier will have “read-only” access through their own software to the Company’s recording meter for direct retrieval of interval data from the meter. The Load Pulse Outputs Service is available at no additional charge to Customers or Suppliers who receive service under the Extended Metering Service provided the Customer or Supplier provides and maintains a dedicated, dial-up, analog telephone line to the meter. The one-time fee for this service is as follows:

| | |
|---------------------------------------|--------------------------|
| Telephone Access Recording Meter..... | \$148 per Telephone Line |
|---------------------------------------|--------------------------|

4. Special Request Interval Data Service

The Company will provide Special Request Interval Data Service subject to mutual agreement. The Customer or Supplier may request the installation of a particular meter or communications device as long as the equipment meets all applicable Company standards and requirements. Any device installed on Company-owned equipment cannot interfere with the operation of the Company’s equipment. Any communication device or meter approved for installation by the Company shall be owned, controlled and maintained by the Company. The requester shall bear all costs associated with the new product approval process as well as the installation, ownership and maintenance of the communication device or meter.

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Title: President and Chief Operating Officer

(d) Customer Load Analysis

The Company will provide Customer Load Analysis, as an optional service, to Suppliers. The analysis will be designed to meet individual Supplier needs, or to address specific questions. Such requests may include but are not limited to, thirty-minute or sixty-minute aggregation of demands for multiple metering points or the determination of demand and energy for varying on-peak and off-peak periods. The result of the analysis will be provided in an electronic format. The Supplier is responsible for obtaining the Customer's authorization to release this information and will be required to maintain the confidentiality of the Customer information. The Supplier may not sell or provide this information, in whole or in part, to another party.

Customer Load Analysis Charge\$60.00 per hour

(e) Supplier Customer Service

The Company will provide Customer Service, as an optional service, to Suppliers who have entered into a written agreement for Billing and Payment Service with the Company and who have entered into a written agreement for Supplier Customer Service with the Company for a minimum of one year. Customer Service is defined as processing of standard Customer informational requests on behalf of a Supplier including Supplier balances, rate information, resolving disputes and processing Customer enrollment. This service is available for Supplier's Customers located within the Company's Service Area. This service includes inbound calls and does not include outbound telemarketing service to potential Customers or promoting new Supplier services to existing Customers. The charges shall be assessed monthly and based on minutes of call handling time as follows:

Supplier Customer Service Charge.....\$1.10 per minute

Nothing herein shall prohibit the Company and Supplier from negotiating an annual per customer fee for Customer Services. The Supplier will be responsible for establishing a separate toll free number to allow the number of calls to be tracked as well as allowing for individualization of services.

(f) Billing and Payment Service

The Company will provide Billing and Payment Service as an option to Suppliers who have entered into a written agreement for Billing and Payment Service with the Company for a minimum of one year. The monthly Billing and Payment Service Charge, listed below, is for billing arrangements which can be accommodated by the Company's billing systems without significant programming changes:

Billing and Payment Service Charge\$ 0.50 per bill rendered
Minimum Billing and Payment Service Charge\$ 100.00 per month

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The Company shall also provide, at its option, Billing and Payment Service for Supplier pricing options which require programming changes to the Company's billing systems. Suppliers will be assessed a one-time setup charge at the following rate to enable non-standard Supplier billing arrangements by the Company:

Programming Setup Charge.....\$95.00 per hour

Any request by the Supplier for Rate Maintenance and Error Correction service provided by the Company in support of Billing and Payment Service will be billed on a monthly basis using the hourly rate below. Rate Maintenance and Error Correction will include maintaining Supplier rates and pricing options in the Company's billing systems and calculating Customer billing adjustments due to Supplier errors in pricing.

Rate Maintenance and Error Correction Charge.....\$50.00 per hour

All Customer payments received by the Company shall be posted first to the Customer's balance with the Company and second to the Customer's balance with the Supplier.

(g) Collection Services

The Company will provide Collection Services in conjunction with Billing and Payment Service for Suppliers who have entered into a written agreement for such service with the Company for a minimum of one year. The Collection Services provided to Suppliers may be similar to collection activities employed by the Company for its own active and inactive delinquent accounts, except that such collection activities shall not include disconnection of service. Collection Services shall be billed monthly at the following rate:

Collection Services Charge.....0.252% of total monthly receivable dollars

3. Initiation and Termination of Supplier Service

(a) Initiation

To initiate Supplier Service to a Customer, the Supplier shall submit an Electronic Enrollment which shall comply with the EDI standard, as may be amended from time to time.

If the information on the Electronic Enrollment passes validation, the Company will send the Supplier a "Successful Enrollment" notice. Supplier Service shall commence on the date of the Customer's next meter read date, provided that the Supplier has submitted the Electronic Enrollment to the Company at least two business days prior to the scheduled meter read date. If the Company receives more than one Electronic Enrollment for the same Customer for the same enrollment period, the first successfully processed Electronic Enrollment shall be accepted. All subsequent Electronic Enrollments received during that enrollment period shall be rejected.

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If a Supplier's Electronic Enrollment fails to meet the requirements of this Tariff, the Company shall, within one business day of receipt of the Electronic Enrollment, notify the Supplier through an EDI Error notice.

(b) Termination

To terminate Supplier Service with a Customer, the Supplier of record shall submit electronically to the Company a valid "Supplier Drops Customer" transaction. Supplier Service shall terminate on the date of the Customer's next meter read date, provided that the "Supplier Drops Customer" transaction is submitted and successfully processed at least two business days prior to the Customer's scheduled meter read date. If the "Supplier Drops Customer" transaction is not received at least two business days prior to the scheduled meter read date, Supplier Service will terminate on the subsequent meter read date. The Company shall send a "Confirm Drop Date" transaction to the Supplier of record. The Supplier of record will be responsible for notifying the Customer of the termination date.

In cases where the Company uses estimated energy and demand values for billing purposes and the estimated bill coincides with the termination of Supplier Service, the Supplier shall agree to accept the estimated metering values as final values. The Company shall not be obligated to reconcile the estimated values after actual meter reading values are available.

(c) Customer Moves

If a Customer of record moves within the Company's Service Area and the Customer or designee notifies the Company prior to the initiation of Delivery Service at the new service location that he/she wishes to continue Supplier Service with the Supplier of record, the Company shall send a "Customer Move" notice to the Supplier and no Electronic Enrollment is necessary for the continuation of Supplier Service.

If a Customer of record initiates Delivery Service at a new service location, in addition to another established account within the Company's Service Area, the Customer shall be responsible for selecting a Supplier for the new service location. If an Electronic Enrollment is not received by the Company at least two business days before the initiation of Delivery Service, the Customer will be rendered energy and capacity under Default Service.

Unless the Company is notified otherwise by the Customer, the Company treats all applications for Delivery Service as a new Customer to the Service Area and the Customer will be rendered energy and capacity under Default Service at the new service location. In the event the Company is informed that the new application for Delivery Service is a Customer of record on or after the date Delivery Service is initiated, the Supplier will be notified either by the Customer Usage Information or the Customer Usage and Billing Information EDI transactions, if and when Delivery Service is terminated at the prior service location.

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(d) Other

In the event a Delivery Service account is terminated by either the Customer or the Company, such termination will be shown on either the Customer Usage Information or the Customer Usage and Billing Information EDI transactions.

4. Interruption, Disconnection and Refusal of Delivery Service

Any interruption, disconnection and refusal of Delivery Service by the Company shall be in accordance with this Tariff and the rules of the Commission. The Company shall not be liable for any revenue losses to Suppliers as a result of an interruption or disconnection of Delivery Service to an existing Customer.

In the event the Company refuses to supply or expand Delivery Service for any reason, the Company shall not be responsible for any losses or damages (direct, indirect or consequential) to a Supplier resulting from the corresponding loss of compensation.

5. Metering

The Company shall meter each Customer in accordance with Tariff provisions. Each Customer shall be metered or its load estimated such that the loads can be reported to the ISO-NE for inclusion in the Supplier's, or applicable NEPOOL member's, load calculations.

In the event a Supplier utilizes the Company's meter readings for billing purposes, the Company shall not be responsible for any loss or damage to a Supplier resulting from a failure of the Company's metering equipment to partially or fully register the amount of electricity consumed by a Customer.

Should a Supplier install metering equipment or any other equipment on Customer-owned facilities which interferes with the operation of the Company's metering equipment or any other Company-owned equipment, the Supplier shall undertake best efforts to remedy the interference in a timely manner and shall compensate the Company for any damages resulting from the interference. Failure to remedy the interference may result in the termination of Delivery Service after 30 days' notice to the Supplier and Customer.

The Company is not obligated to use metering data registered by Supplier-owned metering equipment for the purpose of billing Delivery Service under this Tariff or for reporting load to ISO-NE.

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Title: President and Chief Operating Officer

6. Determination of Hourly Loads for ISO-NE Reporting

For each Supplier, hourly loads for each day shall be estimated or telemetered and reported daily by the Company to the ISO-NE for inclusion in the Supplier's or applicable NEPOOL member's load calculations. Hourly load estimates for non-telemetered customers will be based upon load profiles developed by the Company for each Customer or customer class of the Company.

The Company shall normally report previous days' hourly loads to the ISO-NE by a specified time. These loads shall be included in the Supplier's load calculations.

To refine the estimates of the Supplier's loads that result from the estimated hourly loads, a monthly calculation shall be performed to incorporate the most recent Customer usage information, which is available after the monthly meter readings are processed.

The hourly loads shall be determined consistent with the following steps:

- (a) The Company shall identify or develop a load profile for each customer class or each Customer for use in each day's daily determination of hourly load.
- (b) The Company shall calculate the usage factor for each Customer that reflects the Customer's usage relative to the average usage for the class. This Customer usage factor shall be used to scale the class load profile when estimating the Customer's usage.
- (c) The Company shall develop estimates of hourly load profiles for the previous day for each Supplier such that the sum of the Supplier's loads equals the hourly metered loads collected each day. Distribution losses, which are included in the hourly metered Company loads, shall be fully allocated into Supplier loads. Losses on facilities linking generation to PTF Facilities shall be fully allocated into Supplier loads.

The process of Supplier load estimation involves statistical samples and estimating error. The Company shall not be responsible for any estimating errors and shall not be liable to the Supplier for any costs that are associated with such estimating errors.

The terms above are also applicable to Customers who are receiving Self-Supply Service.

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7. Liability

The Company shall have no liability with respect to any transaction or arrangement by or between a Customer and Supplier.

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 attorneys' 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 such party in connection with the performance of its 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.

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RESIDENTIAL DELIVERY SERVICE RATE R

AVAILABILITY

Subject to the Terms and Conditions of the Tariff of which it is a part, this rate is for Delivery Service in individual urban, rural and farm residences and apartments. Service under this rate is available to those Customers who receive all of their electric service requirements hereunder, except that controlled electric service for thermal storage devices is available under Load Controlled Delivery Service Rate LCS and outdoor area lighting is available under Outdoor Lighting Delivery Service Rate OL.

This rate is not applicable to commercial purposes except as specified hereafter. Multiple use of Delivery Service within the residence through one meter shall be billed in accordance with the predominant use of the demand. When wired for connection to the same meter, Delivery Service under this rate shall include the residence and connecting and adjacent buildings used exclusively for noncommercial purposes.

The use of single-phase motors of 3 H.P. rating or less is permitted under this rate provided such use does not interfere with the quality of service rendered to other Customers. Upon written application to the Company, the use of larger motors may be authorized where existing distribution facilities permit.

CHARACTER OF SERVICE

Delivery Service supplied under this rate will be single-phase, 60 hertz, alternating current, normally three-wire at a nominal voltage of 120/240 volts.

RATE PER MONTH

Customer Charge \$11.60 per month

Energy Charges:

Per Kilowatt-Hour

Distribution Charge..... 3.784¢

Transmission Charge 1.625¢

Stranded Cost Recovery..... 1.279¢

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WATER HEATING - UNCONTROLLED

Uncontrolled water heating service is available under this rate when such service is supplied to approved water heaters equipped with either (a) two thermostatically-operated heating elements, each with a rating of no more than 5,500 watts, so connected or interlocked that they cannot operate simultaneously, or (b) a single thermostatically-operated heating element with a rating of no more than 5,500 watts. The heating elements or element shall be connected by means of an approved circuit to a separate water heating meter. Delivery Service measured by this meter will be billed monthly as follows:

Meter Charge\$4.09 per month

Energy Charges:

Distribution Charge.....1.854¢ per kilowatt-hour
Transmission Charge1.255¢ per kilowatt-hour
Stranded Cost Recovery.....1.279¢ per kilowatt-hour

WATER HEATING - CONTROLLED

Controlled off-peak water heating is available under this rate for a limited period of time at those locations which were receiving controlled off-peak water heating service hereunder on Customer Choice Date and which have continuously received such service hereunder since that date. Service under this rate at such locations shall continue to be available only for the remaining life of the presently-installed water heating equipment. No replacement water heaters shall be permitted to be installed for service under this rate at locations which otherwise would qualify for this service.

For those locations which qualify under the preceding paragraph, controlled off-peak water heating service is available under this rate when such service is supplied to approved storage type electric water heaters having an off-peak heating element with a rating of no more than 1,000 watts, or 20 watts per gallon of tank capacity, whichever is greater. The off-peak element shall be connected by means of an approved circuit to a separate water heating meter equipped with a time switch which makes energy available for 17 hours each day. Electricity used will be billed monthly as follows:

Meter Charge\$7.20 per month

Energy Charges:

Distribution Charge.....0.110¢ per kilowatt-hour
Transmission Charge1.255¢ per kilowatt-hour
Stranded Cost Recovery.....0.792¢ per kilowatt-hour

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ELDERLY CUSTOMER DISCOUNT

Eligible Customers may receive an Elderly Customer Discount of ten percent (10%) from bill amounts computed under this rate for service rendered at their principal residence.

Eligible Customers are those Customers 70 years of age or older who are owners or renters of their principal residence or who normally pay a substantial portion of the cost of maintaining their principal residence who were receiving the Elderly Customer Discount pursuant to an applicable rate on February 1, 1982, and who have continuously received the Elderly Customer Discount since that date; provided that when an eligible Customer who has been receiving the discount deceases, a surviving spouse who would otherwise be eligible for the discount will be deemed to be an eligible Customer.

The covered provisions of this rate shall include all provisions relating to rates and charges (including the Customer charge and any meter charge) except for charges under the provision entitled "Service Charge", line extension surcharges, or any charges under Default Service. The covered provisions shall also include service under Load Controlled Delivery Service Rate LCS.

SERVICE CHARGE

When the Company establishes or re-establishes a Delivery Service account for a Customer at a meter location, the Company will be entitled to assess a service charge in addition to all other charges under this rate. The service charge will be \$14.00 if the Company does not have to send an employee to the meter location to establish or re-establish Delivery Service. When it is necessary for the Company to send an employee to the meter location to establish or re-establish Delivery Service, the service charge will be \$35.00. When it is necessary for the Company to send an employee to the meter location outside of normal working hours to establish or re-establish Delivery Service, the service charge will be \$70.00. The Company will be entitled to assess an \$18.00 service charge when it is necessary to send an employee to the Customer location to collect a delinquent bill. This charge shall apply regardless of any action taken by the Company including accepting a payment, making a deferred payment arrangement or leaving a collection notice at the Customer's premises.

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Title: President and Chief Operating Officer

RESIDENTIAL TIME-OF-DAY
DELIVERY SERVICE RATE R-OTOD

AVAILABILITY

Subject to the Terms and Conditions of the Tariff of which it is a part, this rate is for Delivery Service in individual urban, rural and farm residences and apartments. Service under this rate is available at the Customer's option to those Customers who have completed a written Application for Service and signed a Service Agreement and who receive all of their Delivery Service requirements hereunder, except that outdoor area lighting is available under Outdoor Lighting Delivery Service Rate OL.

This rate is not applicable to commercial purposes except as specified hereafter. Multiple use of service within the residence through one meter shall be billed in accordance with the predominant use of the demand. When wired for connection to the same meter, service under this rate shall include the residence and connecting and adjacent buildings used exclusively for noncommercial purposes.

The use of single-phase motors of 3 H.P. rating or less is permitted under this rate provided such use does not interfere with the quality of service rendered to other Customers. Upon written application to the Company, the use of larger motors may be authorized where existing distribution facilities permit.

LIMITATIONS ON AVAILABILITY

The availability of this rate to particular Customers is contingent upon the availability of time-of-use meters and personnel to administer the rate, all as determined by the Company.

Because the Company's distribution system and Customer service facilities have a limited electrical capacity, large and/or intermittent and irregular electrical loads can result in the overloading and damaging of said facilities and can adversely affect the quality of service to other Customers of the Company. Therefore, service under this rate shall not be available where, in the Company's judgment, sufficient distribution system capacity and Customer service facilities do not exist in order to supply the electrical requirements of the applicant unless the Service Agreement provides for a suitable cash payment or a satisfactory revenue guarantee to the Company, or both. Further, in the event that a Customer receiving service under this rate shall propose to materially increase the amount of Delivery Service required, the Customer shall give the Company prior written notice of this fact, thereby allowing the Company to ascertain whether sufficient distribution system capacity and Customer service facilities exist to serve the proposed increased requirement. Where the capacity or facilities do not exist, the Customer will not make the proposed increase until the Service Agreement shall be amended to provide for a suitable cash payment or a satisfactory revenue guarantee to the Company, or both.

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SERVICE AGREEMENT

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

CHARACTER OF SERVICE

Service supplied under this rate will be single-phase, 60 hertz, alternating current, normally three-wire at a nominal voltage of 120/240 volts.

RATE PER MONTH

Customer Charge\$26.93 per month

Energy Charges:

Per Kilowatt-Hour

Distribution Charges:

On-Peak Hours (7:00 a.m. to 8:00 p.m.
weekdays excluding Holidays)12.093¢

Off-Peak Hours (all other hours)0.176¢

Transmission Charges:

On-Peak Hours (7:00 a.m. to 8:00 p.m.
weekdays excluding Holidays)1.625¢

Off-Peak Hours (all other hours)1.060¢

Stranded Cost Recovery.....1.108¢

The On-Peak Hours shall be the hours after 7:00 a.m. and before 8:00 p.m. weekdays excluding holidays as defined in this Tariff. The Off-Peak Hours shall be all hours not included in the On-Peak Hours.

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CAPACITY CHARGE

The Company's studies may show that, in order to more closely follow cost of service, it is necessary or desirable to utilize meters capable of measuring rate of taking of electric service in kilowatts. The Company may install such meters either for all Customers served under this rate or for only those Customers whose usage of electricity is uncharacteristic of this class. At any time, the Company may file a revision of the rate form and/or charges of this rate to provide for an appropriate capacity charge. After such revision of this rate, any Customer who is subject to higher billing under this rate will have the option of continuing to take service under this rate or to take service under any other rate of the Company's Tariff which may be available.

WATER HEATING - UNCONTROLLED

Uncontrolled water heating service is available when such service is supplied to approved water heaters equipped with either (a) two thermostatically-operated heating elements, each with a rating of no more than 5,500 watts, so connected or interlocked that they cannot operate simultaneously, or (b) a single thermostatically-operated heating element with a rating of no more than 5,500 watts. The heating elements or element shall be connected by means of an approved circuit to a separate water heating meter. Service measured by this meter will be billed monthly as follows:

Meter Charge\$4.09 per month

Energy Charges:

Distribution Charge.....1.854¢ per kilowatt-hour
Transmission Charge1.255¢ per kilowatt-hour
Stranded Cost Recovery.....1.279¢ per kilowatt-hour

WATER HEATING - CONTROLLED

Controlled off-peak water heating is available under this rate for a limited period of time at those locations which were receiving controlled off-peak water heating service hereunder on Customer Choice Date and which have continuously received such service hereunder since that date. Service under this rate at such locations shall continue to be available only for the remaining life of the presently-installed water heating equipment. No replacement water heaters shall be permitted to be installed for service under this rate at locations which otherwise would qualify for this service.

For those locations which qualify under the preceding paragraph, controlled off-peak water heating service is available under this rate when such service is supplied to approved storage type electric water heaters having an off-peak heating element with a rating of no more than 1,000 watts, or 20 watts per gallon of tank capacity, whichever is greater. The off-peak element shall be connected by means of an approved circuit to a separate water heating meter equipped with a time switch which makes energy available for 17 hours each day. Electricity used will be billed monthly as follows:

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Meter Charge\$7.20 per month

Energy Charges:

Distribution Charge.....0.110¢ per kilowatt-hour

Transmission Charge1.255¢ per kilowatt-hour

Stranded Cost Recovery.....0.792¢ per kilowatt-hour

SERVICE CHARGE

When the Company establishes or re-establishes a Delivery Service account for a Customer at a meter location, the Company will be entitled to assess a service charge in addition to all other charges under this rate. The service charge will be \$14.00 if the Company does not have to send an employee to the meter location to establish or re-establish Delivery Service. When it is necessary for the Company to send an employee to the meter location to establish or re-establish Delivery Service, the service charge will be \$35.00. When it is necessary for the Company to send an employee to the meter location outside of normal working hours to establish or re-establish Delivery Service, the service charge will be \$70.00. The Company will be entitled to assess an \$18.00 service charge when it is necessary to send an employee to the Customer location to collect a delinquent bill. This charge shall apply regardless of any action taken by the Company including accepting a payment, making a deferred payment arrangement or leaving a collection notice at the Customer's premises.

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RESIDENTIAL ELECTRIC ASSISTANCE PROGRAM RATE EAP

AVAILABILITY

Subject to the Terms and Conditions of the Tariff of which it is a part, this rate is available to the primary residence of residential Customers with a household income equal to or less than 185% of the federal poverty guidelines subject to the availability of funds for this program. Customers may apply for this rate with the Electric Assistance Program Administrator (Administrator) designated by the Public Utilities Commission. The Administrator will determine initial eligibility for Rate EAP and the appropriate Percent Discount level. The Administrator will also re-certify Customers on or before the expiration date of the Customer's certification period. Billing for service under this rate shall commence on the date of the Customer's next meter read date (Effective Date) following the receipt by the Company of a certification notification transaction from the Administrator. Service under this rate shall continue until the Company receives a removal notification transaction from the Administrator, except that in the event the Customer terminates Delivery Service and does not request Delivery Service within 30 days, the Company may immediately remove the Customer from the Electric Assistance Program without notice.

This rate is available in conjunction with the Company's Residential Delivery Service Rate R or Residential Time-of-Day Delivery Service Rate R-OTOD. Therefore, service shall be provided in accordance with the terms and conditions of Rate R or Rate R-OTOD as now or hereafter effective, except as specifically provided otherwise in this rate.

PERCENT DISCOUNT

Customers will be billed for Delivery Service under Residential Delivery Service Rate R or Residential Time-of-Day Delivery Service Rate R-OTOD and, if applicable, for Energy Service under Default Energy Service Rate DE, except that a Percent Discount will be applied to all applicable Delivery Service and Energy Service rate charges including the Customer Charge and any Meter Charge, the Distribution Charge, the Transmission Charge, the Stranded Cost Recovery Charge, the System Benefits Charge and any charges under Default Energy Service. The Percent Discount will not be applied to the Electricity Consumption Tax, Line Extension Surcharges, Returned Check Charges or Service Charges. The Percent Discount cannot be applied to or combined with the Elderly Customer Discount. The covered provisions of this rate shall also include service under Load Controlled Delivery Service Rate LCS and Outdoor Lighting Delivery Service Rate OL.

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The following percent discounts apply,

| <u>Tier</u> | <u>Discount</u> | <u>Percentage of Federal Poverty Guidelines</u> |
|-------------|-----------------|---|
| 1 | 5% | 176% to 185% |
| 2 | 7% | 151% to 175% |
| 3 | 18% | 126% to 150% |
| 4 | 33% | 101% to 125% |
| 5 | 48% | 76% to 100% |
| 6 | 70% | up to 75% |

DEPOSITS

Deposits obtained by the Company prior to the Effective Date of service under this rate plus interest accrued thereon due to four consecutive disconnect notices, disconnection of service, or failure to provide satisfactory evidence of intent to remain at the service location for a period of twelve consecutive months shall be reviewed to ensure that the deposit amount plus accrued interest does not exceed the Customer's total bill for two high use months. To the extent the deposit exceeds the total bill amount of two high use months discounted by the Percent Discount the customer will receive on future bills under this rate, the difference shall be first applied to any outstanding balance owed to the Company by the Customer after the crediting of qualifying pre-program past due balances. Any remaining difference shall be refunded to the Customer within two months following the Effective Date of service under this rate. All other deposits obtained by the Company prior to the Effective Date of service under this rate shall be first applied to any outstanding balance owed to the Company by the Customer after the crediting of qualifying pre-program past due balances. Any remaining deposit amount shall be refunded to the Customer within two months following the Effective Date of service under this rate.

When deposits are required from Customers receiving service under this rate, the deposit shall not be more than the estimated bill for Delivery Service and Energy Service, if applicable, for a period of two high use months reduced by the amount of the Percent Discount when those months were incurred prior to the Effective Date of service under this rate.

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Title: President and Chief Operating Officer

GENERAL DELIVERY SERVICE RATE G

AVAILABILITY

Subject to the Terms and Conditions of the Tariff of which it is a part, this rate is for Delivery Service for any use. It is available to (1) those Customers at existing delivery points who were receiving service hereunder on General Service Rate G on January 1, 1983, and who have continuously received service under that rate and this successor since that date, and (2) all other Customers whose loads as defined for billing purposes do not exceed 100 kilowatts. Service rendered hereunder shall exclude all backup and standby service provided under Backup Delivery Service Rate B.

Customers taking service under this rate shall provide any necessary transforming and regulating devices on the Customer's side of the meter. Controlled electric service for thermal storage devices is available under Load Controlled Service Rate LCS and outdoor area lighting is available under Outdoor Lighting Delivery Service Rate OL.

CHARACTER OF SERVICE

Delivery Service supplied under this rate will be 60 hertz, alternating current, either (a) single-phase, normally three-wire at a nominal voltage of 120/240 volts, or (b) three-phase, normally at a nominal voltage of 120/208 or 277/480 volts. Three-phase, three-wire service at a nominal voltage of 240, 480 or 600 volts is available only to those Customers at existing locations who were receiving such service on February 1, 1986, and who have continuously received such service since that date. In underground secondary network areas, Delivery Service will be supplied only at a nominal voltage of 120/208 volts.

RATE PER MONTH

| | <u>Single-Phase Service</u> | <u>Three-Phase Service</u> |
|-----------------------------|---|--------------------------------|
| Customer Charge | \$13.29 per month | \$26.58 per month |
| Customer's Load Charges: | <u>Per Kilowatt of Customer Load in Excess of 5.0 Kilowatts</u> | |
| Distribution Charge..... | \$7.91 | |
| Transmission Charge | \$4.20 | |
| Stranded Cost Recovery..... | \$0.71 | |

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Title: President and Chief Operating Officer

Energy Charges:

Per Kilowatt-Hour

Distribution Charges:

| | |
|-------------------------------------|--------|
| First 500 kilowatt-hours..... | 6.495¢ |
| Next 1,000 kilowatt-hours | 1.610¢ |
| All additional kilowatt-hours | 0.569¢ |

Transmission Charge

| | |
|-------------------------------------|--------|
| First 500 kilowatt-hours..... | 1.513¢ |
| Next 1,000 kilowatt-hours | 0.569¢ |
| All additional kilowatt-hours | 0.306¢ |

Stranded Cost Recovery.....1.034¢

WATER HEATING - UNCONTROLLED

Uncontrolled water heating service is available under this rate when such service is supplied to approved water heaters equipped with either (a) two thermostatically-operated heating elements, each with a rating of no more than 5,500 watts, so connected or interlocked that they cannot operate simultaneously, or (b) a single thermostatically-operated heating element with a rating of no more than 5,500 watts. The heating elements or element shall be connected by means of an approved circuit to a separate water heating meter. Service measured by this meter will be billed monthly as follows:

Meter Charge\$4.09 per month

Energy Charges:

| | |
|-----------------------------|--------------------------|
| Distribution Charge..... | 1.854¢ per kilowatt-hour |
| Transmission Charge | 1.255¢ per kilowatt-hour |
| Stranded Cost Recovery..... | 1.279¢ per kilowatt-hour |

WATER HEATING - CONTROLLED

Controlled off-peak water heating is available under this rate for a limited period of time at those locations which were receiving controlled off-peak water heating service hereunder on Customer Choice Date and which have continuously received such service hereunder since that

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Title: President and Chief Operating Officer

date. Service under this rate at such locations shall continue to be available only for the remaining life of the presently-installed water heating equipment. No replacement water heaters shall be permitted to be installed for service under this rate at locations which otherwise would qualify for this service.

For those locations which qualify under the preceding paragraph, controlled off-peak water heating service is available under this rate when such service is supplied to approved storage type electric water heaters having an off-peak heating element with a rating of no more than 1,000 watts, or 20 watts per gallon of tank capacity, whichever is greater. The off-peak element shall be connected by means of an approved circuit to a separate water heating meter equipped with a time switch which makes energy available for 17 hours each day. Electricity used will be billed monthly as follows:

Meter Charge\$7.20 per month

Energy Charges:

Distribution Charge.....0.110¢ per kilowatt-hour

Transmission Charge1.255¢ per kilowatt-hour

Stranded Cost Recovery.....0.792¢ per kilowatt-hour

SPACE HEATING SERVICE

Space heating service is available under this rate at those locations which were receiving space heating service under the Transitional Space Heating Service Rate TSH prior to Customer Choice Date and which have continuously received such service since that date. Customers at such locations who have elected this rate shall have the electricity for such service billed separately on a monthly basis as follows:

Meter Charge\$2.66 per month

Energy Charges:

Distribution Charge.....3.185¢ per kilowatt-hour

Transmission Charge1.513¢ per kilowatt-hour

Stranded Cost Recovery.....1.581¢ per kilowatt-hour

Space heating equipment served under this rate, including heat pumps and associated air circulating equipment, shall be wired by means of approved circuits to permit measurement of such equipment's additional demand and energy use.

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Customers taking space heating service under this rate at locations where the regular power and lighting service is delivered at primary voltage level or above shall be required to provide at the Customers' expense suitable transforming, controlling and regulating apparatus, acceptable to and approved by the Company, for the space heating service in the same manner as for the power and lighting service, so that deliveries of all electric service may be made by the Company at the same voltage level.

CUSTOMER'S LOAD

Customer's load is defined as the greatest rate of taking Delivery Service in kilowatts for any thirty (30) minute interval during the current monthly billing period.

Customer's load shall be measured whenever (a) such load is known or estimated to be 5.0 kilowatts or more, or (b) the Customer's use of service is 750 kilowatt-hours or more per month for three (3) consecutive months. However, any Customer's load may be measured at the Company's option. When measured, Customer's load shall be determined to the nearest one-tenth (0.1) kilowatt for billing purposes.

SERVICE CHARGE

When the Company establishes or re-establishes a Delivery Service account for a Customer at a meter location, the Company will be entitled to assess a service charge in addition to all other charges under this rate. The service charge will be \$14.00 if the Company does not have to send an employee to the meter location to establish or re-establish Delivery Service. When it is necessary for the Company to send an employee to the meter location to establish or re-establish Delivery Service, the service charge will be \$35.00. When it is necessary for the Company to send an employee to the meter location outside of normal working hours to establish or re-establish Delivery Service, the service charge will be \$70.00. The Company will be entitled to assess an \$18.00 service charge when it is necessary to send an employee to the Customer location to collect a delinquent bill. This charge shall apply regardless of any action taken by the Company including accepting a payment, making a deferred payment arrangement or leaving a collection notice at the Customer's premises.

Short-term, seasonal or transient Customers who take service at temporary locations shall pay for the cost of installing and removing the necessary poles, wires, transformers, cable and other equipment in addition to the foregoing service charge.

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GENERAL TIME-OF-DAY DELIVERY SERVICE RATE G-OTOD

AVAILABILITY

Subject to the Terms and Conditions of the Tariff of which it is a part, this rate is for Delivery Service to Customers who utilize electric thermal storage devices and other applications approved by the Company. It is available to Customers whose loads as defined for billing purposes do not exceed 100 kilowatts. Service is available at the Customer's option to those Customers who have completed a written Application for Service and signed a Service Agreement, and who receive all of their Delivery Service requirements hereunder, except that outdoor area lighting is available under Outdoor Lighting Service Rate OL.

Customers taking service under this rate shall provide any necessary transforming and regulating devices on the Customer's side of the meter.

LIMITATIONS ON AVAILABILITY

The availability of this rate to particular Customers is contingent upon the availability of time-of-use meters and personnel to administer the rate, all as determined by the Company.

Because the Company's distribution system and Customer service facilities have a limited electrical capacity, large and/or intermittent and irregular electrical loads can result in the overloading and damaging of said facilities and can adversely affect the quality of service to other Customers of the Company. Therefore, service under this rate shall not be available where, in the Company's judgment, sufficient distribution system capacity and Customer service facilities do not exist in order to supply the electrical requirements of the applicant unless the Service Agreement provides for a suitable cash payment or a satisfactory revenue guarantee to the Company, or both. Further, in the event that a Customer receiving service under this rate shall propose to materially increase the amount of Delivery Service required, the Customer shall give the Company prior written notice of this fact, thereby allowing the Company to ascertain whether sufficient distribution system capacity and Customer service facilities exist to serve the proposed increased requirement. Where the capacity or facilities do not exist, the Customer will not make the proposed increase until the Service Agreement shall be amended to provide for a suitable cash payment or a satisfactory revenue guarantee to the Company, or both.

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SERVICE AGREEMENT

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

CHARACTER OF SERVICE

Service supplied under this rate will be 60 hertz, alternating current, either (a) single-phase, normally three-wire at a nominal voltage of 120/240 volts or (b) three-phase, normally at a nominal voltage of 120/208 or 277/480 volts. Three-phase, three-wire service at a nominal voltage of 240, 480 or 600 volts is available only to those Customers at existing locations who were receiving such service on February 1, 1986, and who have continuously received such service since that date. In underground secondary network areas, service will be supplied only at a nominal voltage of 120/208 volts.

| RATE PER MONTH | <u>Single-Phase Service</u> | <u>Three-Phase Service</u> |
|---|--------------------------------------|--------------------------------|
| Customer Charge | \$34.45 per month | \$49.19 per month |
| Customer's Load Charges: | <u>Per Kilowatt of Customer Load</u> | |
| Distribution Charge..... | \$11.03 | |
| Transmission Charge | \$ 2.77 | |
| Stranded Cost Recovery..... | \$ 0.28 | |
| Energy Charges: | <u>Per Kilowatt-Hour</u> | |
| Distribution Charges: | | |
| On-Peak Hours (7:00 a.m. to 8:00 p.m. weekdays excluding Holidays) | 4.557¢ | |
| Off-Peak Hours (all other hours) | 0.714¢ | |
| Stranded Cost Recovery..... | 0.825¢ | |

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CUSTOMER'S LOAD

Customer's load is defined as the greatest rate of taking service in kilowatts for any thirty (30) minute interval during on-peak hours of the current monthly billing period. On-peak hours shall be the hours of 7:00 a.m. through 8:00 p.m. weekdays excluding Holidays as defined in this Tariff.

SERVICE CHARGE

When the Company establishes or re-establishes a Delivery Service account for a Customer at a meter location, the Company will be entitled to assess a service charge in addition to all other charges under this rate. The service charge will be \$14.00 if the Company does not have to send an employee to the meter location to establish or re-establish Delivery Service. When it is necessary for the Company to send an employee to the meter location to establish or re-establish Delivery Service, the service charge will be \$35.00. When it is necessary for the Company to send an employee to the meter location outside of normal working hours to establish or re-establish Delivery Service, the service charge will be \$70.00. The Company will be entitled to assess an \$18.00 service charge when it is necessary to send an employee to the Customer location to collect a delinquent bill. This charge shall apply regardless of any action taken by the Company including accepting a payment, making a deferred payment arrangement or leaving a collection notice at the Customer's premises.

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LOAD CONTROLLED DELIVERY SERVICE RATE LCS

AVAILABILITY

Subject to the Terms and Conditions of the Tariff of which it is a part and as provided hereinafter, the radio-controlled option of this rate is available for separately metered and controlled Delivery Service to electric thermal storage devices and to conventional electric space heating when a dynamic electric thermal storage system or a wood stove or coal stove is available for use as a backup during times when service is interrupted by the Company and other applications approved by the Company. Service under the 8-hour, 10-hour and 11-hour options is available only at those locations which were receiving service under one of these options under Load Controlled Service Rate LCS or Controlled Off-Peak Electric Water Heating Service Rate COPE on October 1, 2004 and which have continuously received such service since that date.

The availability of the radio-controlled option in conjunction with a wood stove or coal stove shall be limited to those premises which have electric space heating equipment as the sole source of space heating, excluding the wood stove or coal stove. Such wood stove or coal stove must be permanently installed and sized to adequately heat the main living area of the premises.

Service under this rate is available at the Customer's option to those Customers whose electric thermal storage or other equipment has been approved by the Company for load control as provided hereinafter. Such equipment must be connected to a separate circuit to which no other electrical load shall be connected.

Radio-Controlled Option - Delivery service will be subject to interruptions of up to eight (8) hours during each twenty-four (24) hour day between 7:00 a.m. and 11:00 p.m. Each interruption will not exceed four (4) hours and the time between two consecutive interruptions will be no less than two (2) hours.

8-Hour Option - Delivery Service will be available for eight (8) nighttime hours determined by the Company during each twenty-four (24) hour day.

10-Hour Option - Delivery Service will be available for eight (8) nighttime hours and two (2) shoulder hours as determined by the Company, during each twenty-four (24) hour day.

11-Hour Option - Delivery Service will be available for eleven (11) hours determined by the Company during each twenty-four (24) hour day.

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This rate is intended as a rider applicable to Residential Delivery Service Rate R or General Delivery Service Rate G. Therefore, service under this rate must be taken in conjunction with service provided under either Rate R or Rate G in accordance with the terms and conditions therein as now or hereafter effective except as may be specifically provided otherwise in this rate.

LIMITATIONS ON AVAILABILITY

Service under this rate shall not be available where, in the Company's judgment, sufficient distribution system capacity does not exist in order to supply the electrical requirements of the applicant unless the Customer provides for a suitable cash payment or a satisfactory revenue guarantee to the Company, or both.

The availability of this rate is also contingent upon the availability to the Company of personnel and/or other resources necessary to provide service under this rate.

TERM

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

RATE PER MONTH

Customer Charges:

| | |
|---|------------------|
| Radio-Controlled Option | \$8.33 per month |
| 8-Hour, 10-Hour or 11-Hour Option | \$7.20 per month |

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Energy Charges:

Per Kilowatt-Hour

Distribution Charges:

| | |
|--|--------|
| Radio-Controlled Option or 8-Hour Option | 0.110¢ |
| 10-Hour or 11-Hour Option | 2.235¢ |
| Transmission Charge | 1.255¢ |
| Stranded Cost Recovery..... | 0.792¢ |

METERS

Under this rate, the Company will install one meter with appropriate load control devices.

ELECTRIC THERMAL STORAGE EQUIPMENT APPROVED FOR LOAD CONTROL

Load Controlled Service is available under this rate to electric thermal storage installations meeting the Company's specifications as to type, size and electrical characteristics in accordance with the following guidelines.

I. Electric Thermal Storage Space Heating Equipment

Adequate control and switching equipment must be installed to provide capability for staggering the commencement of the charging period with respect to other electric thermal storage devices and for permitting partial charging on warmer days, and for controlling service to the thermal storage devices.

The storage capability of the electric thermal storage device must be adequate to heat the Customer's whole premises under design conditions and must be properly sized to ensure a constant rate of charging during the period which service under this rate is available as determined by the Company in accordance with its customary procedures. A smaller-sized electric thermal storage device may be approved by the Company for use in the Customer's premises under the Radio-Controlled Option.

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II. Electric Thermal Storage Water Heating

Load Controlled Service for electric thermal storage water heating is available under this rate when service is taken in conjunction with electric thermal storage space heating and at those locations which were receiving service under the Controlled Off-Peak Electric Water Heating Service Rate COPE on October 1, 2004 and which have continuously received such service since that date.

Service shall be supplied to electric thermal storage water heaters having either (i) two thermostatically-operated top and bottom heating elements, each with a rating of no more than 4,500 watts or forty (40) watts per gallon of storage capacity, whichever is greater, or (ii) a single thermostatically-operated heating element with a rating of 4,500 watts or forty (40) watts per gallon of storage capacity, whichever is greater. When there are two elements, both top and bottom elements must be connected and wired for Load Controlled Service, and must be connected or interlocked so that they cannot operate simultaneously.

The storage capacity of all electric thermal water heaters installed under the Radio-Controlled Option shall be forty (40) gallons or more. The storage capacity of all electric thermal water heaters installed under the 8-Hour, 10-Hour and 11-Hour Options shall be eighty (80) gallons or more. At the Company's option, smaller tanks may be installed for use in an individual apartment of a multi-family building under the 8-Hour, 10-Hour and 11-Hour Options.

INCREASED WATER HEATING CAPABILITY

Electric thermal storage water heating with switching capabilities for increasing the capability of the Customer's water heating equipment is available under this rate at those locations which had switching capability installed on or before January 1, 1994 and which have continuously received such service since that date. The element or elements must be connected and wired such that increased water heating capability is provided under Rate R or Rate G. Customers with installed switching capability will be billed an additional \$1.25 per month as a Customer charge. Switching capability is not available under the Radio-Controlled Option.

FEE FOR EMERGENCY CHARGING

If, due to an electrical outage or equipment malfunction, emergency charging of electric thermal storage devices is required at any time during which Delivery Service under this rate is not normally available, the Company will perform such charging upon sufficient notification. If charging is necessitated as a result of a malfunction of the Customer's equipment, the Company may assess the Customer a fee for such charging.

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PRIMARY GENERAL DELIVERY SERVICE RATE GV

AVAILABILITY

Subject to the Terms and Conditions of the Tariff of which it is a part, this rate is for high voltage Delivery Service. It is available upon the signing of a Service Agreement for such service at specified delivery points to Customers whose maximum demand shall not exceed 1,000 kilowatts. Service rendered hereunder shall exclude backup and standby service provided under Backup Delivery Service Rate B. Outdoor area lighting is available under Outdoor Lighting Delivery Service Rate OL.

Suitable transforming, controlling and regulating apparatus, acceptable to and approved by the Company, shall be provided at the expense of the Customer. In locations in which space limitations or other factors make it impossible or inadvisable, in the opinion of the Company, for the Customer to have transforming apparatus devoted to its exclusive use, and in secondary network areas in which primary service is not made available by the Company at its option, Delivery Service shall be supplied from Company-owned transforming apparatus which also supplies other Customers. In such cases, this rate is available provided the Customer pays an annual rental charge equal to eighteen percent (18.0%) of the cost of the equivalent transformer capacity the Customer would furnish or rent to serve the load if exclusive use of a transformer bank by him were possible or if primary, three-phase service were available and provided the Customer pays in full the estimated cost of installing such equivalent transformer capacity at the time Delivery Service is initiated.

CHARACTER OF SERVICE

Delivery Service supplied under this rate will be three-phase, 60 hertz, alternating current, at a nominal voltage determined by the Company, generally 2,400/4,160, 4,800/8,320, 7,200/12,470, or 19,920/34,500 volts. A reasonably balanced load between phases shall be maintained by the Customer.

RATE PER MONTH

Customer Charge\$175.86 per month

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Demand Charges:

Per Kilowatt of Maximum Demand

Distribution Charges:

First 100 kilowatts\$5.18

Excess Over 100 kilowatts.....\$4.95

Transmission Charge\$5.62

Stranded Cost Recovery.....\$0.68

Energy Charges:

Per Kilowatt-Hour

Distribution Charges:

First 200,000 kilowatt-hours.....0.629¢

All additional kilowatt-hours.....0.528¢

Stranded Cost Recovery.....0.990¢

SPACE HEATING SERVICE

Space heating service is available under this rate at those locations which were receiving space heating service under the space heating provisions of Transitional Space Heating Service Rate TSH prior to Customer Choice Date and which have continuously received such service since that date. Customers at such locations who have elected this rate shall have the electricity for such service billed separately on a monthly basis as follows:

Meter Charge\$2.66 per month

Energy Charges:

Distribution Charge.....3.185¢ per kilowatt-hour

Transmission Charge1.513¢ per kilowatt-hour

Stranded Cost Recovery.....1.581¢ per kilowatt-hour

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Space heating equipment served under this rate, including heat pumps and associated air circulating equipment, shall be wired by means of approved circuits to permit measurement of such equipment's additional demand and energy use.

Customers taking space heating service under this rate at locations where the regular power and lighting service is delivered at primary voltage level or above shall be required to provide at the Customers' expense suitable transforming, controlling and regulating apparatus, acceptable to and approved by the Company, for the space heating service in the same manner as for the power and lighting service, so that deliveries of all electric service may be made by the Company at the same voltage level.

PRIMARY METERING LOSS ADJUSTMENT

When at the Company's option Delivery Service is metered at delivery voltage (2,400 volts nominal and above), all demand and energy meter readings shall be reduced by one and three-quarters percent (1.75%). Where feasible and at the Company's option, a value other than one and three-quarters percent (1.75%) may be used when specific data is available and this value is a more accurate representation of electrical losses.

MAXIMUM DEMAND

The kilowatt (KW) demand and, at the Company's option, the kilovolt-ampere (KVA) demand during each thirty-minute interval of the current monthly billing period shall be determined by measurement. Maximum demand shall be determined to the nearest whole (1.0) kilowatt (KW) or kilovolt-ampere (KVA) for billing purposes and shall be defined as the greater of:

- (1) the highest kilowatt (KW) demand registered during the on-peak hours of said period or if kilovolt-ampere (KVA) demand is measured, the greater of (a) the highest kilowatt (KW) demand during said period or, (b) 80 percent of the highest kilovolt-ampere (KVA) demand measured of said period or,
- (2) fifty percent (50%) of the maximum demand, as defined above, occurring during off-peak hours.

OFF-PEAK PERIODS

The off-peak period shall be the period including the hours after 8:00 p.m. and before 7:00 a.m. Monday through Friday, and the entire day on Saturdays, Sundays, and Holidays as defined in this Tariff. The on-peak period shall be all hours not included in the off-peak period.

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CONTRACT TERM

The contract term shall be for not less than one year and for such longer periods as maybe determined by the operation of the sections in this rate entitled "Guarantees" and "Apparatus".

GUARANTEES

- (a) When the estimated expenditure necessary to deliver electrical energy properly to a Customer's premises shall be of such an amount that the income to be derived from the delivery of such energy at the rate herein established, including the monthly minimum charge, will be insufficient to warrant such expenditure, the Company may require the Customer to guarantee a minimum annual payment for a term of years and/or to pay the whole or a part of the cost of extending, enlarging, or rebuilding its facilities to supply the Customer's premises or other reasonable payments in addition to the payments otherwise provided herein.
- (b) Except as provided by the Terms and Conditions and as modified by the provisions of Paragraph (a) of this section, and exclusive of any charges made under the provisions of the section in this rate entitled "Apparatus" and if applicable, for Default Energy Service, the minimum charge shall be \$810 per month.

APPARATUS

Substation foundations, structures, and all necessary controlling, regulating, transforming, and protective apparatus shall be furnished, owned, and maintained by the Customer at the Customer's expense. However, controlling, regulating, and transforming apparatus may be rented from the Company at a charge of eighteen percent (18.0%) per year of the equipment cost. The cost of installing such equipment shall be paid in full at the time service is initiated. In no event shall the Company be required to rent apparatus to the Customer the total cost of which shall exceed \$10,000. The Company may refuse to rent pole-mounted apparatus based on environmental and other immediate hazards that are present. In the event the Company refuses to rent a pole-mounted apparatus, the Company shall inform the Customer of the environmental and other immediate hazards that are present and shall provide the Customer with the opportunity to remove the hazards. In the event the environmental and the other immediate hazards are removed by the Customer, the Company shall agree to rent pole-mounted apparatus to the Customer. If a Customer-owned structure supporting a Company owned pole-mounted transformer is deemed insufficient or threatened by trees or other hazards, the Company shall inform the Customer of the hazards and shall provide the Customer with the opportunity to repair or remove the hazard. In the event the Customer refuses to repair or remove the hazard or does not repair or remove the hazard in a timely manner, the Company is authorized to terminate the existing rental agreement and to remove the transformer upon 90 days written notice to the Customer. In cases where the Customer elects to rent apparatus from the Company, the Customer shall guarantee, in addition to any other guarantees, to continue to pay rental therefor for a period of not less than four (4) years. Should the Customer discontinue service before four (4) years shall have elapsed, the guaranteed rental then unpaid shall immediately become due and payable.

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METERING

The Company may install one or more meters at its option. Metering shall be located on the low voltage side of the Customer's transforming apparatus provided, however, that metering may be at delivery voltage at the option of the Company.

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LARGE GENERAL DELIVERY SERVICE RATE LG

AVAILABILITY

Subject to the Terms and Conditions of the Tariff of which it is a part, this rate is for high voltage Delivery Service. It is available upon the signing of a Service Agreement for such service at specified delivery points to Customers whose loads are larger than those that would be permitted under Rate GV of this Tariff. Service rendered hereunder shall exclude all backup and standby service provided under Backup Delivery Service Rate B. Outdoor area lighting is available under Outdoor Lighting Delivery Service Rate OL. Substation foundations and structures, and suitable controlling, regulating, and transforming apparatus, all of which shall be acceptable to and approved by the Company, together with such protective equipment as the Company shall deem necessary for the protection and safe operation of its system, shall be provided at the expense of the Customer.

CHARACTER OF SERVICE

Delivery Service supplied under this rate will be three-phase, 60 hertz, alternating current, at a nominal delivery voltage determined by the Company, generally 34,500 volts or higher. A reasonably balanced load between phases shall be maintained by the Customer.

RATE PER MONTH

Customer Charge \$542.44 per month

Demand Charges:

Per Kilovolt-Ampere of Maximum Demand

Distribution Charge..... \$4.31

Transmission Charge \$5.52

Stranded Cost Recovery..... \$0.64

Energy Charges:

Per Kilowatt-Hour

Distribution Charges:

On-Peak Hours.....0.473¢

Off-Peak Hours0.398¢

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Energy Charges (Continued...)

| | <u>Per Kilowatt-Hour</u> |
|-------------------------|--------------------------|
| Stranded Cost Recovery: | |
| On-Peak Hours..... | 1.067¢ |
| Off-Peak Hours | 0.845¢ |

MAXIMUM DEMAND

The kilovolt-ampere (KVA) demand during each thirty-minute interval of the current monthly billing period shall be determined by measurement. Maximum demand shall be determined for billing purposes to the nearest whole (1.0) kilovolt-ampere and shall be defined as the greater of:

- (1) the highest kilovolt-ampere demand registered during the on-peak hours of said period, or
- (2) fifty percent (50%) of the highest kilovolt-ampere demand registered during the off-peak hours of said period, except that for any portion of the Customer's highest off-peak kilovolt-ampere demand in excess of 30,000 kilovolt-amperes the multiplier applicable to the amount of such demand within each successive 10,000 kilovolt-ampere block of such excess portion shall be increased from fifty percent (50%) by successive ten percent (10%) increments, up to a maximum multiplier of one hundred percent (100%) for that portion of demand in excess of 70,000 kilovolt amperes, or
- (3) eighty percent (80%) of the amount by which the greatest amount defined in (1) and (2) above during the eleven (11) preceding months exceeds 1,000 kilovolt-amperes.

OFF-PEAK PERIOD

The off-peak period shall be the period including the hours after 8:00 p.m. and before 7:00 a.m., Monday through Friday, and the entire day on Saturdays, Sundays, and Holidays. The on-peak period shall be all hours not included in the off-peak period.

CONTRACT TERM

The contract term shall be for not less than one year and for such longer periods as maybe determined by the operation of the sections in this rate entitled "Guarantees" and "Apparatus".

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DISCOUNT FOR SERVICE AT 115,000 VOLTS

A monthly discount of forty cents (\$0.40) per kilovolt-ampere (KVA) of maximum demand shall be given to Customers who contract to take service under this rate at a delivery voltage of 115,000 volts and to pay charges based on a monthly maximum demand of at least 10,000 kilovolt-amperes. Except as provided in the last sentence of this paragraph, this discount is available only at specified delivery points on the 115,000 volt transmission system of the Company as it exists from time to time where, in the opinion of the Company, there is sufficient capacity in facilities to supply the Customer's requirement and where system integrity and operating flexibility will not be impaired by the addition of the Customer's load. The discount is available also at other delivery points, provided the Customer satisfies the Company's requirements determined under Paragraph (a) of the section of this rate entitled "Guarantees".

In the event that any Customer qualifying for and receiving the discount provided in this section shall require a substantially larger or substantially smaller amount of capacity, the Customer shall so notify the Company in writing at least two (2) years prior to the date when such larger or smaller amount shall be required.

GUARANTEES

- (a) When the estimated expenditure necessary to deliver electrical energy properly to a Customer's premises shall be of such an amount that the income to be derived from the delivery of such energy at the rate herein established, including the monthly minimum charge, will be insufficient to warrant such expenditure, the Company may require the Customer to guarantee a minimum annual payment for a term of years and/or to pay the whole or a part of the cost of extending, enlarging, or rebuilding its facilities to deliver electrical energy properly to the Customer's point of delivery or other reasonable payments in addition to the payments otherwise provided herein.
- (b) Except as provided by the Terms and Conditions and as modified by the provisions of Paragraph (a) of this section, and exclusive of any charges made under the provisions of the section in this rate entitled "Apparatus" and if applicable, for Default Energy Service, the minimum monthly charge shall be \$847 per month.

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Title: President and Chief Operating Officer

APPARATUS

Substation foundations, structures, and all necessary controlling, regulating, transforming, and protective apparatus shall be furnished, owned, and maintained by the Customer at the Customer's expense. However, controlling, regulating, and transforming apparatus may be rented from the Company at a charge of eighteen percent (18.0%) per year of the equipment cost. The cost of installing such equipment shall be paid in full at the time service is initiated. In no event shall the Company be required to rent apparatus to the Customer the total cost of which shall exceed \$10,000. The Company may refuse to rent pole-mounted apparatus based on environmental and other immediate hazards that are present. In the event the Company refuses to rent a pole-mounted apparatus, the Company shall inform the Customer of the environmental and other immediate hazards that are present and shall provide the Customer with the opportunity to remove the hazards. In the event the environmental and the other immediate hazards are removed by the Customer, the Company shall agree to rent pole-mounted apparatus to the Customer. If a Customer-owned structure supporting a Company owned pole-mounted transformer is deemed insufficient or threatened by trees or other hazards, the Company shall inform the Customer of the hazards and shall provide the Customer with the opportunity to repair or remove the hazard. In the event the Customer refuses to repair or remove the hazard or does not repair or remove the hazard in a timely manner, the Company is authorized to terminate the existing rental agreement and to remove the transformer upon 90 days written notice to the Customer. In cases where the Customer elects to rent apparatus from the Company, the Customer shall guarantee, in addition to any other guarantees, to continue to pay rental therefor for a period of not less than four (4) years. Should the Customer discontinue service before four (4) years shall have elapsed, the guaranteed rental then unpaid shall immediately become due and payable.

METERING

The Company may install one or more meters at its option. Metering shall be at delivery voltage, provided, however, that metering may be at a lower voltage at the option of the Company, in which case the maximum demand and kilowatt-hour energy use shall include the losses imposed by transformers between the delivery and metering points. In the latter case, the Company may at its option correct for the transformer losses by compensated metering or estimate such losses by another suitable method.

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Title: President and Chief Operating Officer

BACKUP DELIVERY SERVICE RATE B

AVAILABILITY

Subject to the Terms and Conditions of the Tariff of which it is a part, this rate is for backup and maintenance Delivery Service provided by the Company in conjunction with electricity produced by generation facilities located on the Customer's side of the meter which supplies all or a portion of the Customer's electric load requirements on a regular basis. Service under this rate is mandatory for Customers who take Conjunctional Service as specified in the Terms and Conditions for Delivery Service, and who, except for their own generation, would otherwise qualify for service under either Rate GV or Rate LG. This rate is not mandatory for service to Customers whose generating equipment is installed for the purpose of providing a backup or emergency supply during service outages on the Company's system, nor is it mandatory for Customers whose generation was installed prior to and has not been rebuilt since January 1, 1985. Customers taking service under this rate shall be required to execute a Service Agreement for such service which shall be available only at the delivery point specified therein.

Any Customer taking service under this rate shall be subject to the provisions of:
a) Conjunctional Delivery Service under the Terms and Conditions for Delivery Service, and b) the applicable Delivery Service rate under which the Customer would otherwise take service from the Company if the Company delivered all the Customer's electricity requirements, except as such provisions may be modified by, or conflict with, the terms of this Rate Schedule.

The delivery of any electricity generated by the Customer in excess of the Customer's total electric load requirements and made available for sale to the Company or other entity shall be governed by the terms of a separate agreement.

DEFINITIONS

Standard Rate: The standard Delivery Service rate, either Primary General Delivery Service Rate GV or Large General Delivery Service Rate LG, under which the Customer would otherwise take service if the Company delivered all the Customer's electricity requirements.

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Backup Contract Demand: An amount of demand which the Customer may impose on the Company's distribution system under this Rate Schedule to back up the Customer's generating facilities. Backup Contract Demand shall be the normal output rating in kilowatts of the Customer's generating facilities as determined by the Company from time to time by test operation for those Customers who have a non-zero Supplemental Demand (i.e., whose maximum demand exceeds their generating capacity). For Customers whose generating capacity is larger than their total internal load, Backup Contract Demand shall be based on thirty minute meter readings for on-peak periods during the current month and previous eleven months. For Customers who would otherwise be served under Rate GV, Backup Contract Demand shall be the greater of: a) the highest kilowatt demand during those periods, or b) 80% of the highest kilovolt-ampere demand during those periods. For Customers who would otherwise be served under Rate LG, Backup Contract Demand shall be the highest kilovolt-ampere demand during those periods.

Backup Demand: The amount of demand in kilowatts delivered to the Customer under this Rate Schedule during a particular thirty minute interval. Backup Demand shall be the lesser of: a) Backup Contract Demand minus the amount of generation registered by the generation meter, or b) the total amount of demand registered. If such amount is less than zero, it shall be deemed to be equal to zero.

Backup Energy: The amount of kilowatt-hours delivered to the Customer under this Rate Schedule during a particular thirty minute interval. Backup Energy shall be equal to Backup Demand for that thirty minute interval divided by two.

On-Peak Hours: The period from 7:00 a.m. to 8:00 p.m. weekdays excluding holidays.

Supplemental Demand: The amount of demand in kilowatts delivered to the Customer by the Company in excess of its Backup Demand during a particular thirty minute interval. Supplemental Demand shall be equal to the total amount of demand registered less the amount of Backup Demand taken. If such amount is less than zero, it shall be deemed to be equal to zero. The delivery of Supplemental Demand and related energy shall be billed under the Company's standard rate (Rate G, Rate GV, or Rate LG) available to the Customer for the amount of Supplemental Demand taken.

RATE PER MONTH

Administrative Charge\$305.79 per month

Translation Charge.....\$51.12 per recorder per month

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Demand Charges:

For Customers who take service at 115,000 volts or higher, the following charges apply:

- Transmission Charge\$1.31 per KW or KVA, whichever is applicable,
of Backup Contract Demand
- Stranded Cost Recovery.....\$0.13 per KW or KVA, whichever is applicable,
of Backup Contract Demand

For all other Customers, in addition to the charges applicable to the Customers who take service at 115,000 volts or higher, the following additional charge applies:

- Distribution Charge.....\$4.06 per KW or KVA, whichever is applicable,
of Backup Contract Demand

Energy Charges:

The energy charges contained in the Standard Rate for Delivery Service, except that the distribution charge is not applicable to Customers who take service at 115,000 volts or higher.

METERING

Metering shall be provided by the Company in accordance with the provisions of the Customer's Standard Rate, except as modifications to such metering may be required by the provisions of this rate. The Company may install any metering equipment necessary to accomplish the purposes of this rate, including the measurement of output from the Customer's generating facilities. Customer shall provide suitable meter locations for the Company's metering facilities. All costs of metering equipment in excess of costs normally incurred by the Company to provide service under Customer's Standard Rate shall be borne by the Customer.

REFUSAL TO PROVIDE ACCESS

In the event that the Customer refuses access to its premises to allow the Company to install metering equipment to measure the output of the Customer's generating facilities, the Company may estimate the amount of demand and energy delivered under this rate. The Customer shall be responsible for payment of all bill amounts calculated hereunder based on such estimates of demand and energy delivered.

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CONTRACT TERM

The contract term shall be for not less than one year and for such longer periods as may be determined by the operation of the sections of Customer's Standard Rate entitled "Guarantees" and "Apparatus".

SPECIAL PROVISIONS

1. Notwithstanding the general provisions of this rate schedule, the Company may include such other provisions in Customer's Service Agreement, executed pursuant to this Rate B, as may be necessary to reflect the specific circumstances of such Customer, the operating characteristics of Customer's generating equipment or any other particular facts, without limitation, which are necessary, in the Company's sole judgment and subject to Commission approval, to give effect to the purpose and intent of this rate.
2. The Customer's failure to execute a Service Agreement pursuant to the terms of this Rate B shall not preclude the application of this rate to any partial requirements service provided by the Company to the Customer.

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SAWMILL RETENTION DELIVERY SERVICE RATE SR

AVAILABILITY

Subject to the Terms and Conditions of the Tariff of which it is a part, this rate is available for Delivery Service to Sawmill Customers as defined herein who have a Service Agreement in effect on July 1, 2007 and who have continuously received service under this rate since that date. Service under this rate will be available only through the remaining term of the Customer's existing Service Agreement and must be taken in conjunction with service under either General Delivery Service Rate G, Primary General Delivery Service Rate GV or Large General Delivery Service Rate LG and in accordance with the terms and conditions therein as now or hereafter effective except as specifically provided otherwise in this rate. Service hereunder is available only to those Customers whose primary or secondary three-digit Standard Industrial Classification Code is 242. Service hereunder is available to those Customers who, in the Company's determination, could have installed and utilized self-generation or cogeneration equipment as a viable and economic alternative to having the Company deliver all their electric requirements in the absence of receiving Delivery Service under this rate.

Service hereunder cannot be taken in conjunction with service under a Special Contract, except for Special Contracts for line extensions.

DEFINITIONS

Sawmill: A plant where wood is processed, typically where logs are machine-cut into lumber. A Sawmill can be all or a portion of the Customer's entire operation. For the purpose of eligibility under this rate, the Customer's primary business shall consist of wood products.

Standard Rate: The Tariff rate, either General Delivery Service Rate G, Primary General Delivery Service Rate GV or Large General Delivery Service Rate LG, under which the Customer is rendered Delivery Service.

ECONOMIC ANALYSIS OF CUSTOMER GENERATION

As a condition of service under this rate, the Company will analyze whether self-generation or cogeneration is a viable alternative to the Company delivering all or part of the Customer's electric requirements. The Customer may be required to provide information to the Company to perform such analysis to the extent that the Company lacks any information necessary to reach a conclusion on the economics of generation. The Customer must provide an affidavit to the Company attesting that no known permitting, zoning, environmental or financial barriers exist which will preclude the installation of generation by the Customer.

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Service under this rate is permitted if the Company's analysis shows an undiscounted, pre-tax payback of less than five years for the total cost of generation.

The Company will not disclose any information provided by the Customer without prior consent of the Customer or unless directed by the Commission or a court of competent jurisdiction.

DEMAND CHARGE DISCOUNT

The Customer will be billed for Delivery Service under the applicable Standard Rate. A percent discount equal to seventy-five (75%) of the total monthly demand charges specified under the Standard Rate will be applied to each monthly bill.

SERVICE AGREEMENT AND TERM

The Customer must sign a Service Agreement to receive service under this rate. Service shall be for a limited period beginning on the Effective Date specified in the Service Agreement and terminating after a five-year period.

DELIVERY OF ELECTRICITY

As part of the Service Agreement the Customer will agree to require Delivery Service from the Company for all its electricity requirements for a period of five (5) years from the Effective Date of the Service Agreement.

In the event the Customer displaces any of its purchases of electricity with an alternative source which does not require Delivery Service by the Company prior to the expiration of the Service Agreement, the Company reserves the right to immediately terminate the Service Agreement without notice. Upon termination of this service by the Company for a Customer's violation of this section, the Company may bill and the Customer is obligated to pay the difference between bill amounts that would have been rendered under the applicable Standard Rate absent this rate, and the bill amounts determined under the Standard Rate in conjunction with this rate beginning from the Effective Date of the Service Agreement until termination of the Service Agreement by the Company.

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OUTDOOR LIGHTING DELIVERY SERVICE RATE OL

AVAILABILITY

Subject to the Terms and Conditions of the Tariff of which it is a part, this rate is for the following applications:

- (a) unmetered street and highway lighting provided to municipalities, state highway departments, and other governmental bodies;
- (b) unmetered outdoor area lighting for private yards, parking lots, private roads, and other off-street applications.

All-night outdoor lighting service on an annual basis totaling approximately 4,345 hours of operation per year and midnight outdoor lighting service on an annual basis totaling approximately 2,005 hours of operation per year shall be provided for under this rate.

RATE PER MONTH

Energy Charge:

Per Kilowatt-Hour

Transmission Charge 1.111¢

Stranded Cost Recovery..... 1.217¢

In addition to the energy charges above, Customers shall be assessed a monthly Distribution Rate per luminaire. The Distribution Rate includes, among other costs, the cost of the fixture and bracket. The energy charge shall be applied to the monthly kilowatt-hours specified below for the applicable fixture and service option. For outdoor lighting charges which are billed in conjunction with service rendered under a metered Rate Schedule, the kilowatt-hours used for billing purposes shall be the amount specified for the calendar month in which the meter read date occurred for service rendered under the metered Rate Schedule.

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All-Night Service Option:

The monthly kilowatt-hours and distribution rates for each luminaire served under the all-night service option are shown below.

For New and Existing Installations:

| <u>Lamp Nominal</u> Light Output <u>Lumens</u> | <u>Power Rating</u> <u>Watts</u> | Monthly KWH per Luminaire | | | | | | | | | | | | Monthly Distribution Rate |
|--|-------------------------------------|---------------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|---------------------------------|
| | | <u>Jan</u> | <u>Feb</u> | <u>Mar</u> | <u>Apr</u> | <u>May</u> | <u>Jun</u> | <u>Jul</u> | <u>Aug</u> | <u>Sep</u> | <u>Oct</u> | <u>Nov</u> | <u>Dec</u> | |
| High Pressure Sodium: | | | | | | | | | | | | | | |
| 4,000 | 50 | 27 | 23 | 22 | 19 | 16 | 16 | 16 | 18 | 21 | 23 | 24 | 27 | \$14.44 |
| 5,800 | 70 | 40 | 34 | 32 | 29 | 24 | 23 | 24 | 27 | 31 | 35 | 37 | 40 | 14.44 |
| 9,500 | 100 | 59 | 50 | 47 | 42 | 35 | 34 | 35 | 39 | 46 | 51 | 53 | 59 | 19.19 |
| 16,000 | 150 | 88 | 74 | 70 | 62 | 53 | 51 | 53 | 59 | 68 | 76 | 79 | 88 | 27.14 |
| 30,000 | 250 | 142 | 120 | 113 | 101 | 85 | 82 | 85 | 95 | 110 | 123 | 128 | 142 | 27.81 |
| 50,000 | 400 | 217 | 183 | 173 | 154 | 130 | 126 | 130 | 144 | 168 | 188 | 196 | 217 | 28.12 |
| 130,000 | 1,000 | 510 | 430 | 408 | 362 | 306 | 296 | 306 | 340 | 395 | 442 | 460 | 510 | 45.14 |

Metal Halide:

| | | | | | | | | | | | | | | |
|---------|-------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|---------|
| 5,000 | 70 | 41 | 35 | 33 | 29 | 25 | 24 | 25 | 28 | 32 | 36 | 37 | 41 | \$15.07 |
| 8,000 | 100 | 56 | 47 | 45 | 40 | 34 | 33 | 34 | 38 | 44 | 49 | 51 | 56 | 20.60 |
| 13,000 | 150 | 88 | 74 | 71 | 63 | 53 | 51 | 53 | 59 | 68 | 77 | 80 | 88 | 28.28 |
| 13,500 | 175 | 96 | 81 | 77 | 68 | 57 | 56 | 57 | 64 | 74 | 83 | 87 | 96 | 28.88 |
| 20,000 | 250 | 134 | 113 | 107 | 95 | 80 | 78 | 80 | 89 | 104 | 116 | 121 | 134 | 28.88 |
| 36,000 | 400 | 209 | 176 | 167 | 149 | 126 | 122 | 126 | 140 | 162 | 181 | 189 | 209 | 29.14 |
| 100,000 | 1,000 | 502 | 423 | 402 | 356 | 301 | 292 | 301 | 335 | 389 | 435 | 454 | 502 | 43.67 |

For Existing Installations Only:

| <u>Lamp Nominal</u> Light Output <u>Lumens</u> | <u>Power Rating</u> <u>Watts</u> | Monthly KWH per Luminaire | | | | | | | | | | | | Monthly Distribution Rate |
|--|-------------------------------------|---------------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|---------------------------------|
| | | <u>Jan</u> | <u>Feb</u> | <u>Mar</u> | <u>Apr</u> | <u>May</u> | <u>Jun</u> | <u>Jul</u> | <u>Aug</u> | <u>Sep</u> | <u>Oct</u> | <u>Nov</u> | <u>Dec</u> | |
| Incandescent: | | | | | | | | | | | | | | |
| 600 | 105 | 49 | 41 | 39 | 35 | 29 | 28 | 29 | 33 | 38 | 42 | 44 | 49 | \$8.32 |
| 1,000 | 105 | 49 | 41 | 39 | 35 | 29 | 28 | 29 | 33 | 38 | 42 | 44 | 49 | 9.28 |
| 2,500 | 205 | 95 | 80 | 76 | 68 | 57 | 55 | 57 | 64 | 74 | 83 | 86 | 95 | 11.91 |
| 6,000 | 448 | 208 | 176 | 167 | 148 | 125 | 121 | 125 | 139 | 161 | 181 | 188 | 208 | 20.44 |
| Mercury: | | | | | | | | | | | | | | |
| 3,500 | 100 | 54 | 46 | 44 | 39 | 33 | 32 | 33 | 36 | 42 | 47 | 49 | 54 | \$12.74 |
| 7,000 | 175 | 95 | 80 | 76 | 68 | 57 | 55 | 57 | 64 | 74 | 83 | 86 | 95 | 15.31 |
| 11,000 | 250 | 136 | 114 | 109 | 96 | 81 | 79 | 81 | 91 | 105 | 118 | 123 | 136 | 18.94 |
| 15,000 | 400 | 211 | 178 | 169 | 149 | 126 | 122 | 126 | 140 | 163 | 183 | 190 | 211 | 21.67 |
| 20,000 | 400 | 211 | 178 | 169 | 149 | 126 | 122 | 126 | 140 | 163 | 183 | 190 | 211 | 23.38 |
| 56,000 | 1,000 | 503 | 424 | 403 | 357 | 302 | 292 | 302 | 335 | 390 | 436 | 454 | 503 | 37.16 |

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| <u>Lamp Nominal</u> | | <u>Monthly KWH per Luminaire</u> | | | | | | | | | | | | <u>Monthly</u> |
|--|---------------|----------------------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|---------------------|
| <u>Light</u> | <u>Power</u> | <u>Jan</u> | <u>Feb</u> | <u>Mar</u> | <u>Apr</u> | <u>May</u> | <u>Jun</u> | <u>Jul</u> | <u>Aug</u> | <u>Sep</u> | <u>Oct</u> | <u>Nov</u> | <u>Dec</u> | <u>Distribution</u> |
| <u>Output</u> | <u>Rating</u> | | | | | | | | | | | | | <u>Rate</u> |
| <u>Lumens</u> | <u>Watts</u> | | | | | | | | | | | | | |
| Fluorescent: | | | | | | | | | | | | | | |
| 20,000 | 330 | 153 | 129 | 123 | 109 | 92 | 89 | 92 | 102 | 119 | 133 | 139 | 153 | \$31.70 |
| High Pressure Sodium in Existing Mercury Luminaires: | | | | | | | | | | | | | | |
| 12,000 | 150 | 84 | 71 | 67 | 59 | 50 | 49 | 50 | 56 | 65 | 73 | 76 | 84 | 19.84 |
| 34,200 | 360 | 192 | 162 | 154 | 136 | 115 | 112 | 115 | 128 | 149 | 166 | 173 | 192 | 25.39 |

The 15,000 Lumen Mercury fixture is fitted with a 20,000 lumen lamp. The 600 Lumen Incandescent fixture is fitted with a 1,000 lumen lamp.

Midnight Service Option:

The monthly kilowatt-hours and distribution rates for each luminaire served under the midnight service option are shown below.

| <u>Lamp Nominal</u> | | <u>Monthly KWH per Luminaire</u> | | | | | | | | | | | | <u>Monthly</u> |
|-----------------------|---------------|----------------------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|---------------------|
| <u>Light</u> | <u>Power</u> | <u>Jan</u> | <u>Feb</u> | <u>Mar</u> | <u>Apr</u> | <u>May</u> | <u>Jun</u> | <u>Jul</u> | <u>Aug</u> | <u>Sep</u> | <u>Oct</u> | <u>Nov</u> | <u>Dec</u> | <u>Distribution</u> |
| <u>Output</u> | <u>Rating</u> | | | | | | | | | | | | | <u>Rate</u> |
| <u>Lumens</u> | <u>Watts</u> | | | | | | | | | | | | | |
| High Pressure Sodium: | | | | | | | | | | | | | | |
| 4,000 | 50 | 14 | 11 | 9 | 10 | 7 | 6 | 6 | 7 | 9 | 11 | 13 | 14 | \$14.44 |
| 5,800 | 70 | 20 | 16 | 13 | 15 | 11 | 9 | 9 | 11 | 13 | 16 | 20 | 21 | 14.44 |
| 9,500 | 100 | 30 | 23 | 20 | 21 | 16 | 13 | 14 | 16 | 19 | 24 | 28 | 31 | 19.19 |
| 16,000 | 150 | 44 | 34 | 29 | 31 | 24 | 20 | 21 | 24 | 28 | 35 | 42 | 47 | 27.14 |
| 30,000 | 250 | 71 | 56 | 47 | 51 | 38 | 32 | 33 | 38 | 46 | 57 | 69 | 76 | 27.81 |
| 50,000 | 400 | 109 | 85 | 72 | 77 | 58 | 49 | 51 | 58 | 70 | 87 | 105 | 116 | 28.12 |
| 130,000 | 1,000 | 255 | 200 | 170 | 181 | 136 | 115 | 119 | 136 | 165 | 204 | 246 | 272 | 45.14 |
| Metal Halide: | | | | | | | | | | | | | | |
| 5,000 | 70 | 20 | 16 | 14 | 15 | 11 | 9 | 10 | 11 | 13 | 17 | 20 | 22 | \$15.07 |
| 8,000 | 100 | 28 | 22 | 19 | 20 | 15 | 13 | 13 | 15 | 18 | 23 | 27 | 30 | 20.60 |
| 13,000 | 150 | 44 | 34 | 30 | 31 | 24 | 20 | 21 | 24 | 28 | 36 | 43 | 47 | 28.28 |
| 13,500 | 175 | 48 | 38 | 32 | 34 | 25 | 22 | 22 | 26 | 31 | 38 | 47 | 51 | 28.88 |
| 20,000 | 250 | 67 | 52 | 45 | 48 | 36 | 30 | 31 | 36 | 43 | 54 | 65 | 71 | 28.88 |
| 36,000 | 400 | 104 | 82 | 70 | 74 | 56 | 47 | 49 | 56 | 68 | 84 | 101 | 111 | 29.14 |
| 100,000 | 1,000 | 251 | 196 | 167 | 178 | 134 | 114 | 117 | 134 | 162 | 201 | 243 | 268 | 43.67 |

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MODIFICATION OF SERVICE OPTION

Municipal and state roadway lighting Customers may request a modification of service from the all-night service option to the midnight service option during the calendar months of January and February of each year, otherwise known as the open enrollment period. Requests received from municipal and state roadway lighting Customers after the open enrollment period shall be implemented during the subsequent open enrollment period, unless the Company determines that it is feasible and practicable to implement the request prior to the subsequent enrollment period. All other Customers may request a modification of service from the all-night service option to the midnight service option at any time. Customers requesting a modification of service from the all-night service option to the midnight service option are responsible to pay to the Company the installed cost of any additional equipment required to provide service under the midnight service option. The installed cost includes the cost of the additional equipment, labor, vehicles and overheads. The Customer is responsible to pay such costs prior to the installation of the equipment. If such a request is made concurrent with the Company's existing schedule for lamp replacement and maintenance, the Customer is responsible to pay to the Company the cost of any additional equipment required, including overheads. The Customer is responsible to pay such costs prior to the installation of the equipment.

Customers requesting a modification of service from the midnight service option to the all-night service option are responsible to pay to the Company the installation cost of the equipment required to provide service under the all-night service option. The installation cost includes the cost of labor, vehicles and overheads. The Customer is responsible to pay such costs prior to the installation of the equipment. If such a request is made concurrent with the Company's existing schedule for lamp replacement and maintenance, no additional costs are required to modify service from the midnight service option to the all-night service option.

The Company will utilize fixed price estimates per luminaire for the installed cost, the additional equipment cost and the equipment installation cost and will update the fixed price estimates per luminaire each year based upon current costs. In the event traffic control is required during a modification of service option or for equipment repair, the Customer is responsible to coordinate and to provide traffic control and to pay all costs associated with traffic control. In the event the Customer is a residential or General Delivery Service Rate G Customer, the Company may coordinate and provide traffic control on the Customer's behalf and the Customer shall reimburse the Company for all costs associated with the traffic control provided by the Company. The scheduling of work associated with the modification of a service option will be made at the Company's discretion with consideration given to minimizing travel and set-up time.

LEAP YEAR ADJUSTMENT TO ENERGY

During any leap year, the energy (kilowatt-hour) usage during the month of February for all fixtures shall be increased by 3.6 percent for the purpose of determining total energy charges under this rate.

CONTRACT TERM

The contract term for outdoor area lighting shall be for not less than one year.

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MAINTENANCE

The Company shall exercise reasonable diligence to insure that all street and highway lamps are burning and shall make replacements promptly when notified of outages. Lamp replacement, maintenance and cleaning of street and highway lighting fixtures will normally be performed on a periodic basis in accordance with generally accepted utility practices and consistent with any manufacturer's recommendations. Lamp replacement and maintenance of outdoor area lighting will be performed as soon as possible following notification by the Customer of the need for such service, but the Company shall not be required to perform any such replacement or maintenance except during regular working hours.

NEW INSTALLATIONS, EXTENSIONS AND REPLACEMENTS

New installations, extensions and replacements using overhead wiring, a standard fixture, an all-night service option photocell and located upon existing poles of the Company, shall be made at the expense of the Company.

Except for the excess costs of underground facilities to be apportioned as set forth in the provisions for underground electric distribution facilities specified in the Company's "Requirements for Electric Service Connections", any costs incurred in connection with new installations, extensions and replacements which exceed the costs of a standard outdoor lighting fixture equipped with an all-night service option photocell located on existing poles with overhead wiring shall be borne by the Customer. Such excess costs shall be paid as a lump sum prior to the installation of the equipment.

In the case of new installations, extensions and replacements which make use of underground conductors for supply and distribution and/or of standards or poles employed exclusively for lighting purposes, the Company reserves the right to require the Customer to furnish, own, and maintain such underground supply and distribution facilities and/or the standards or poles.

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If the Company's right under the preceding paragraph is exercised and the Company thereby is relieved of the cost of installing the customary overhead wires and appurtenances and the customary dual purpose poles, the Company shall:

1. pay to the Customer the sum of the following:
 - a. the estimated saving in investment to the Company represented by the estimated cost of the customary overhead wires and appurtenances;
 - b. such portion, if any, of the estimated cost to the Company of the customary dual purpose poles as would normally be allocated to lighting purposes;
2. have the right, without payment of any charge, to attach its wires, fixtures, brackets, luminaires, transformers, and other equipment to the standards or poles owned by the Customer.

Should the standards or poles furnished, owned, and maintained by the Customer be located in a public highway, the Customer shall procure and furnish to the Company a license under the Public Laws of New Hampshire (R.S.A. Chapter 231) covering such interest as the Company may have in the standards or poles, including their wires, fixtures, brackets, luminaires, transformers, and other equipment.

For outdoor area lighting installations, the Customer shall provide without expense or cost to the Company, all permits, consents, or easements necessary for the erection, maintenance, and operation of the Company's facilities, including the right to cut and trim trees and bushes wherever necessary; and the Company shall not be required to move its facilities to another location on the Customer's premises unless the Customer shall bear the cost thereof. The Company reserves the right to restrict such installations under this rate to those which will yield a reasonable return to the Company and to areas which are easily accessible by service truck. Installations of 4,000 lumen (50 watt) high pressure sodium luminaires will not be allowed as replacements of existing 3,500 lumen (100 watt) mercury luminaires unless the Customer agrees to pay for the remaining unexpired life of the retired equipment, including the unexpired portion of the cost of installation and the cost of removal less any salvage value of the equipment removed.

The total number of new installations, extensions, and replacements for outdoor lighting equipment may be limited by the Company in any calendar year to three (3) percent of the total number of units billed to the particular Customers at the beginning of such calendar year.

In cases where the Customer requests a change in or removal of existing outdoor lighting equipment which has not reached the end of its normal useful life, the Company may require the Customer to pay for the remaining unexpired life of the retired equipment, including the unexpired portion of the cost of installation and the cost of removal less any salvage value of the equipment removed.

All poles, wires, fixtures, brackets, luminaires, transformers, and other equipment furnished by the Company shall be maintained by it and title to such shall in all cases remain vested in the Company.

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ENERGY EFFICIENT OUTDOOR LIGHTING
DELIVERY SERVICE RATE EOL

AVAILABILITY

Subject to the Terms and Conditions of the Tariff of which it is a part, this unmetered rate is available to any federal, state, county, municipal or other governmental unit, or department or agency of the government. Service under this rate is for delivery and maintenance of street and area lighting service provided to Customers utilizing luminaires and brackets for which the Customer has contributed to the Company: (a) the installed cost for all new luminaires and brackets placed into service under this rate, (b) the remaining unexpired life of all existing high pressure sodium vapor and metal halide luminaires and brackets in service on the date that service under this rate is initiated, and (c) the remaining unexpired life of any other street and area lighting luminaires and brackets as of the date that such locations are converted to high pressure sodium vapor or metal halide in accordance with this Rate Schedule. It is available at the Customer's option to those Customers who sign a Service Agreement to receive such service and who receive all of their street and area lighting service requirements hereunder where feasible, except as specifically provided for hereinafter. Upon the Customer's request, the Company may utilize a fixed price estimate for the installed cost of all new luminaries and brackets placed into service under this rate. If the Customer enters into an agreement based upon the fixed price estimate, both the Customer and the Company will be bound by that fixed price estimate.

All-night outdoor lighting service on an annual basis totaling approximately 4,345 hours of operation per year and midnight outdoor lighting service on an annual basis totaling approximately 2,005 hours of operation per year shall be provided for under this rate.

LIMITATIONS ON AVAILABILITY

The availability of this rate to any Customer is contingent upon the availability to the Company of personnel and/or other resources necessary to perform the conversion of existing luminaires to high pressure sodium vapor or metal halide in accordance with the time schedule specified in the Service Agreement.

SERVICE AGREEMENT

The Customer shall sign a Service Agreement governing the contribution for the remaining unexpired life of the existing street lighting luminaires and brackets, the contribution for the installed cost of the new luminaires and brackets, and the conversion of existing luminaires to high pressure sodium vapor or metal halide.

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SERVICE DURING THE CONVERSION PERIOD

Service under this rate shall be implemented on a prorated basis, according to the number of luminaires which have been converted to high pressure sodium vapor or metal halide. Therefore, during the conversion period a portion of the Customer's street and area lighting requirements may be served under Outdoor Lighting Delivery Service Rate OL for those luminaires which have not yet been converted under this Rate.

MONTHLY RATES

Energy Charge:

Per Kilowatt-Hour

| | |
|-----------------------------|--------|
| Transmission Charge | 1.111¢ |
| Stranded Cost Recovery..... | 1.217¢ |

In addition to the energy charges above, Customers shall be assessed a monthly Distribution Rate per luminaire. The energy charge shall be applied to the monthly kilowatt-hours specified below for the applicable fixture and service option. For outdoor lighting charges which are billed in conjunction with service rendered under a metered Rate Schedule, the kilowatt-hours used for billing purposes shall be the amount specified for the calendar month in which the later meter read date occurred for service rendered under the metered Rate Schedule.

All-Night Service Option:

The monthly kilowatt-hours and distribution rates for each luminaire served under the all-night service option are shown below.

| <u>Lamp Nominal</u> | Light Output <u>Lumens</u> | Power Rating <u>Watts</u> | Monthly KWH per Luminaire | | | | | | | | | | | | Monthly Distribution Rate |
|------------------------------|-------------------------------|------------------------------|---------------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|---------------------------|
| | | | <u>Jan</u> | <u>Feb</u> | <u>Mar</u> | <u>Apr</u> | <u>May</u> | <u>Jun</u> | <u>Jul</u> | <u>Aug</u> | <u>Sep</u> | <u>Oct</u> | <u>Nov</u> | <u>Dec</u> | |
| <u>High Pressure Sodium:</u> | | | | | | | | | | | | | | | |
| 4,000 | 50 | | 27 | 23 | 22 | 19 | 16 | 16 | 16 | 18 | 21 | 23 | 24 | 27 | \$7.68 |
| 5,800 | 70 | | 40 | 34 | 32 | 29 | 24 | 23 | 24 | 27 | 31 | 35 | 37 | 40 | 7.68 |
| 9,500 | 100 | | 59 | 50 | 47 | 42 | 35 | 34 | 35 | 39 | 46 | 51 | 53 | 59 | 9.44 |
| 16,000 | 150 | | 88 | 74 | 70 | 62 | 53 | 51 | 53 | 59 | 68 | 76 | 79 | 88 | 10.38 |
| 30,000 | 250 | | 142 | 120 | 113 | 101 | 85 | 82 | 85 | 95 | 110 | 123 | 128 | 142 | 10.38 |
| 50,000 | 400 | | 217 | 183 | 173 | 154 | 130 | 126 | 130 | 144 | 168 | 188 | 196 | 217 | 10.72 |
| 130,000 | 1,000 | | 510 | 430 | 408 | 362 | 306 | 296 | 306 | 340 | 395 | 442 | 460 | 510 | 20.33 |
| <u>Metal Halide:</u> | | | | | | | | | | | | | | | |
| 5,000 | 70 | | 41 | 35 | 33 | 29 | 25 | 24 | 25 | 28 | 32 | 36 | 37 | 41 | \$7.97 |
| 8,000 | 100 | | 56 | 47 | 45 | 40 | 34 | 33 | 34 | 38 | 44 | 49 | 51 | 56 | 10.54 |
| 13,000 | 150 | | 88 | 74 | 71 | 63 | 53 | 51 | 53 | 59 | 68 | 77 | 80 | 88 | 11.25 |
| 13,500 | 175 | | 96 | 81 | 77 | 68 | 57 | 56 | 57 | 64 | 74 | 83 | 87 | 96 | 11.86 |
| 20,000 | 250 | | 134 | 113 | 107 | 95 | 80 | 78 | 80 | 89 | 104 | 116 | 121 | 134 | 12.05 |
| 36,000 | 400 | | 209 | 176 | 167 | 149 | 126 | 122 | 126 | 140 | 162 | 181 | 189 | 209 | 12.39 |
| 100,000 | 1,000 | | 502 | 423 | 402 | 356 | 301 | 292 | 301 | 335 | 389 | 435 | 454 | 502 | 22.08 |

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Midnight Service Option:

The monthly kilowatt-hours and distribution rates for each luminaire served under the midnight service option are shown below.

| Lamp Nominal Light Output Lumens | Power Rating Watts | Monthly KWH per Luminaire | | | | | | | | | | | | Monthly Distribution Rate |
|--|-----------------------|---------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|---------------------------------|
| | | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | |
| <u>High Pressure Sodium:</u> | | | | | | | | | | | | | | |
| 4,000 | 50 | 14 | 11 | 9 | 10 | 7 | 6 | 6 | 7 | 9 | 11 | 13 | 14 | \$7.68 |
| 5,800 | 70 | 20 | 16 | 13 | 15 | 11 | 9 | 9 | 11 | 13 | 16 | 20 | 21 | 7.68 |
| 9,500 | 100 | 30 | 23 | 20 | 21 | 16 | 13 | 14 | 16 | 19 | 24 | 28 | 31 | 9.44 |
| 16,000 | 150 | 44 | 34 | 29 | 31 | 24 | 20 | 21 | 24 | 28 | 35 | 42 | 47 | 10.38 |
| 30,000 | 250 | 71 | 56 | 47 | 51 | 38 | 32 | 33 | 38 | 46 | 57 | 69 | 76 | 10.38 |
| 50,000 | 400 | 109 | 85 | 72 | 77 | 58 | 49 | 51 | 58 | 70 | 87 | 105 | 116 | 10.72 |
| 130,000 | 1,000 | 255 | 200 | 170 | 181 | 136 | 115 | 119 | 136 | 165 | 204 | 246 | 272 | 20.33 |
| <u>Metal Halide:</u> | | | | | | | | | | | | | | |
| 5,000 | 70 | 20 | 16 | 14 | 15 | 11 | 9 | 10 | 11 | 13 | 17 | 20 | 22 | \$7.97 |
| 8,000 | 100 | 28 | 22 | 19 | 20 | 15 | 13 | 13 | 15 | 18 | 23 | 27 | 30 | 10.54 |
| 13,000 | 150 | 44 | 34 | 30 | 31 | 24 | 20 | 21 | 24 | 28 | 36 | 43 | 47 | 11.25 |
| 13,500 | 175 | 48 | 38 | 32 | 34 | 25 | 22 | 22 | 26 | 31 | 38 | 47 | 51 | 11.86 |
| 20,000 | 250 | 67 | 52 | 45 | 48 | 36 | 30 | 31 | 36 | 43 | 54 | 65 | 71 | 12.05 |
| 36,000 | 400 | 104 | 82 | 70 | 74 | 56 | 47 | 49 | 56 | 68 | 84 | 101 | 111 | 12.39 |
| 100,000 | 1,000 | 251 | 196 | 167 | 178 | 134 | 114 | 117 | 134 | 162 | 201 | 243 | 268 | 22.08 |

LEAP YEAR ADJUSTMENT TO ENERGY

During any leap year, the energy (Kilowatt-hour) usage during the month of February for all fixtures shall be increased by 3.6 percent for the purpose of determining total energy charges under this rate.

MAINTENANCE

The Company shall exercise reasonable diligence to insure that all lamps are burning and shall make replacements promptly when notified of outages. However, the Company shall not be required to perform any replacements or maintenance except during regular working hours. Lamp replacement, maintenance and cleaning of lighting fixtures will normally be performed on a periodic basis in accordance with generally accepted utility practices and consistent with any manufacturer's recommendations.

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MODIFICATION OF SERVICE OPTION

Municipal and state roadway lighting Customers may request a modification of service from the all-night service option to the midnight service option during the calendar months of January and February of each year, otherwise known as the open enrollment period. Requests received from municipal and state roadway lighting Customers after the open enrollment period shall be implemented during the subsequent open enrollment period, unless the Company determines that it is feasible and practicable to implement the request prior to the subsequent enrollment period. All other Customers may request a modification of service from the all-night service option to the midnight service option at any time. Customers requesting a modification of service from the all-night service option to the midnight service option are responsible to pay to the Company the installed cost of any additional equipment required to provide service under the midnight service option. The installed cost includes the cost of the additional equipment, labor, vehicles and overheads. The Customer is responsible to pay such costs prior to the installation of the equipment. If such a request is made concurrent with the Company's existing schedule for lamp replacement and maintenance, the Customer is responsible to pay to the Company the cost of any additional equipment required, including overheads. The Customer is responsible to pay such costs prior to the installation of the equipment.

Customers requesting a modification of service from the midnight service option to the all-night service option are responsible to pay to the Company the installation cost of the equipment required to provide service under the all-night service option. The installation cost includes the cost of labor, vehicles and overheads. The Customer is responsible to pay such costs prior to the installation of the equipment. If such a request is made concurrent with the Company's existing schedule for lamp replacement and maintenance, no additional costs are required to modify service from the midnight service option to the all-night service option.

The Company will utilize fixed price estimates per luminaire for the installed cost, the additional equipment cost and the equipment installation cost and will update the fixed price estimates per luminaire each year based upon current costs. In the event traffic control is required during a modification of service option or for equipment repair, the Customer is responsible to coordinate and to provide traffic control and to pay all costs associated with traffic control. The scheduling of work associated with the modification of a service option will be made at the Company's discretion with consideration given to minimizing travel and set-up time.

NEW INSTALLATIONS, EXTENSIONS AND REPLACEMENTS

No additional cost, other than a contribution for the installed cost of new luminaires and brackets as provided for herein, shall be assessed for luminaires and brackets which are attached to existing poles utilizing overhead secondary wiring. Any cost incurred in connection with the installation of lighting facilities which exceeds the cost of using existing poles with overhead secondary wiring shall be borne by the Customer.

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Except for the excess costs of underground facilities to be apportioned as set forth in the provisions for underground electric distribution facilities specified in the Company's "Requirements for Electric Service Connections", any cost incurred in connection with the installation of poles, transformers, wiring, or any other facilities or equipment used exclusively for lighting purposes shall be borne by the Customer. In such cases, the Company shall credit the Customer with the portion, if any, of the estimated cost of such facilities which would normally be allocated to lighting purposes.

Any cost incurred in connection with new installations, or with the replacement or removal of existing luminaires and/or brackets shall be borne by the Customer. Such costs shall include the installed cost of the new luminaires and/or brackets in the case of new installations and replacements, and the cost of removal of the existing luminaires and/or brackets, less any salvage value of such luminaires and/or brackets which are removed from service.

In the case of new installations, extensions and replacements which make use of underground conductors for supply and distribution and/or of standards or poles employed exclusively for lighting purposes, the Company reserves the right to require the Customer to furnish, own, and maintain such underground supply and distribution facilities and/or the standards or poles.

If the Company's right under the preceding paragraph is exercised and the Company thereby is relieved of the cost of installing the customary overhead wires and appurtenances and the customary dual purpose poles, the Company shall:

1. pay to the Customer the sum of the following:
 - a. the estimated saving in investment to the Company represented by the estimated cost of the customary overhead wires and appurtenances;
 - b. such portion, if any, of the estimated cost to the Company of the customary dual purpose poles as would normally be allocated to lighting purposes;
2. have the right, without payment of any charge, to attach its wires, fixtures, brackets, luminaires, transformers, and other equipment to the standards or poles owned by the Customer.

Should the standards or poles furnished, owned, and maintained by the Customer be located in a public highway, the Customer shall procure and furnish to the Company a license under the Public Laws of New Hampshire (R.S.A. Chapter 231) covering such interest as the Company may have in the standards or poles, including their wires, fixtures, brackets, luminaires, transformers, and other equipment.

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For outdoor area lighting installations, the Customer shall provide without expense or cost to the Company, all permits, consents, or easements necessary for the erection, maintenance, and operation of the Company's facilities, including the right to cut and trim trees and bushes wherever necessary; and the Company shall not be required to move its facilities to another location on the Customer's premises unless the Customer shall bear the cost thereof. The Company reserves the right to restrict such installations under this Rate to areas which are easily accessible by service truck.

All poles, wires, fixtures, brackets, luminaires, transformers, and other equipment furnished by the Company shall be maintained by it and title to such shall in all cases remain vested in the Company.

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VOLUNTARY INTERRUPTION PROGRAM
RATE VIP

AVAILABILITY

Subject to the Terms and Conditions of the Tariff of which it is a part, this rate is for voluntary load reduction by either load interruption and/or use of customer standby generation. Service under this rate must be taken in conjunction with service provided under Primary General Delivery Service Rate GV or Large General Delivery Service Rate LG and Default Energy Service Rate DE and in accordance with the terms or conditions therein as now or hereafter effective except as may be specifically provided otherwise in this rate.

The load must be available for interruption during the summer program period commencing June 1 and ending on September 30 each year, or at the Company's option, during the winter program period commencing January 1 and ending March 31 each year.

The customer must sign a service agreement to receive service under this rate and may enroll in the summer program period and/or the winter program period when offered by the Company.

Interruptible load presently served under a Special Contract by the Company is not eligible for service under this rate. Interruptible load presently served under any other interruptible rate is not eligible for service under this rate.

The customer must have interval metering in order to participate in this program.

NOTIFICATION OF INTERRUPTION

The customer shall provide to the Company the names and telephone numbers of persons to notify to request reduction of load during Hourly Interruptible Periods. The Company shall provide the customer with up to one hour's notice of any Hourly Interruptible Period, to request that the customer reduce load. The Company will strive to provide more advance notification, if possible. The Company will also notify the customer prior to the end of the interruption.

DEFINITIONS

Hourly Interruptible Period: All clock hours designated by the Company during a particular day for which the Company requests customers to reduce or postpone the use of electricity. Hourly Interruptible Periods shall exclude those periods occurring during Scheduled Plant Shutdowns. All interruptions shall begin and end on the clock hour.

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Designated Load: An amount of load specified in the service agreement, which the customer agrees to interrupt if reasonably practicable and the Company agrees is reasonably achievable, consisting of specific pieces of equipment or processes which are normally used by the customer. Customer owned standby generation on the load side of the meter may also be utilized to supply Designated Load. The minimum amount of Designated Load that the customer may specify shall be the greater of 100 kilowatts or ten percent (10%) of the average of the customer's monthly maximum thirty-minute kilowatt demands occurring during on-peak hours.

Interrupted Demand: For each Hourly Interruptible Period, the difference between: (a) the Baseline Demand; and (b) the average integrated kilowatt demand during that Hourly Interruptible Period.

Baseline Demand: The average integrated kilowatt demand occurring during each corresponding hour, on non-holiday weekdays of the current calendar month during which Hourly Interruptible Periods were not designated, excluding those hours during Scheduled Plant Shutdowns. The Baseline Demand amount calculated above will be adjusted upward if the average of the actual usage in the two hours preceding the commencement of the particular Hourly Interruptible Periods is greater than the actual average usage during the corresponding two hours on non-holiday weekdays of the current calendar month during which Hourly Interruptible Periods were not designated, excluding those hours during Scheduled Plant Shutdowns. The adjustment to the Baseline Demand will be equal to the difference between the two average amounts described above.

Credited Interrupted Demand: The lesser of the customer's Interrupted Demand for the Hourly Interruptible Period or 125% of the customer's Designated Load.

Excess Interrupted Demand: The amount by which the customer's Interrupted Demand for the Hourly Interruptible Period exceeds 125% of the customer's Designated Load.

Real Time Zonal Price (RTZP): The spot market price for electric energy for the New Hampshire load zone as determined by the Independent System Operator – New England (ISO-NE) for each hour of an Hourly Interruptible Period.

Scheduled Plant Shutdown: Time periods specified by the Customer in the Service Agreement in which the Designated Load is not available for interruption.

INTERRUPTION CREDITS

An Interruption Credit will be calculated for Hourly Interruptible Periods during which the Customer is receiving Default Energy Service and will be applied to the customer's bill no earlier than the second bill rendered after the meter reading which includes the interruptions. The Interruption Credit will be the sum of the credits calculated for each Hourly Interruptible Period in the month. One of the following credits will apply to each kilowatt-hour of Credited Interrupted Demand during each Hourly Interruptible Period, depending upon the ratio of Credited Interrupted Demand to Designated Load:

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| <u>% of Hourly RTZP Paid to Customers (per KWH)</u> | <u>Ratio of Credited Interrupted Demand to Designated Load</u> |
|---|--|
| 0% | If Ratio is less than 25% |
| 60% | If Ratio is greater than or equal to 25%, but less than 50% |
| 80% | If Ratio is greater than or equal to 50%, but less than 75% |
| 100% | If Ratio is greater than or equal to 75% (up to 125% of DL) |

EXCESS INTERRUPTION CREDIT

An Excess Interruption Credit will be applied, if appropriate, to the customer's bill no earlier than the second bill rendered after the current calendar month. The Excess Interruption Credit will be the sum of the credits applied to each kilowatt-hour of Excess Interrupted Demand for each Hourly Interruptible Period. The credit applied to each kilowatt-hour of Excess Interrupted Demand will be equal to 60% of the RTZP.

FAILURE TO FULLY COMPLY

If the customer's Credited Interrupted Demand is less than seventy-five percent (75%) of the customer's Designated Load for more than 25% of the Daily Interruptible Periods, the Company may refuse to allow the customer to continue to take service hereunder.

ISO-NE DEMAND RESPONSE PROGRAMS

Customers may enroll in the ISO-NE Demand Response Programs ("ISO-NE Programs") as amended from time to time and approved by the Federal Energy Regulatory Commission. Customers may enroll with any third-party demand resource provider, subject to the provisions of the ISO-NE Programs in effect at the time. A Customer may not enroll in an ISO-NE Program and the Voluntary Interruption Program at the same time. Customers will be required to meet all the criteria for the load interruptions set forth in the ISO-NE Programs and will be required to install any additional required metering software, telephone lines, internet connections and other equipment necessary to participate in the ISO-NE Program. Other incremental fees and costs of participation in the ISO-NE Program may also be the responsibility of the Customer.

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SKI AREA INTERRUPTIBLE DELIVERY SERVICE RATE SKI

AVAILABILITY

Subject to the Terms and Conditions of the Tariff of which it is a part, this rate is available for Delivery Service to Ski Areas and must be taken in conjunction with service under Primary General Delivery Service Rate GV or Large General Delivery Service Rate LG and in accordance with the terms and conditions therein as now or hereafter effective except as specifically provided otherwise in this rate. If a Customer's maximum on-peak demand exceeds 1,000 kilowatts for seven or more of the previous twelve consecutive months, then the Customer shall take service under this rate in conjunction with Large General Delivery Service Rate LG. Otherwise, service shall be taken in conjunction with Primary General Delivery Service Rate GV. The availability of this rate will terminate on December 31, 2014.

EXCLUSION OF DEMAND FOR EQUIPMENT TESTING IN THE DETERMINATION OF MAXIMUM DEMAND

The Company shall exclude from the determination of maximum demand all thirty-minute intervals recorded during periods of equipment testing, provided that the Company agrees in advance to the time and duration scheduled for such testing. The Customer must notify the Company at least three business days in advance of the equipment testing and must provide the specific start and stop times and the anticipated amount of peak load during the test period. If the timing or duration of the equipment testing is not acceptable to the Company, the Customer and the Company shall mutually agree on an alternate time acceptable to both parties. A maximum of six equipment testing periods may be conducted in a calendar year during the months of May, June, September and October. All kilowatt-hours delivered during the equipment testing periods will be billed at the Energy Charges in effect at the time of service.

INTERRUPTION OF SERVICE

All snow-making load and equipment testing load shall be made available for interruption during interruption periods. An interruption period includes all on-peak hours designated by the Company for interruption of the Customer's snow-making load or equipment testing load. All interruption periods shall begin and end on the clock hour. The Company may request interruption of the Customer's snow-making load or equipment testing load if the Company experiences a system emergency, or the Independent System Operator – New England (ISO-NE) institutes Operating Procedure No. 4. Furthermore, if the Customer purchases Default Energy Service from the Company, the Company may request interruption of the Customer's snow-making load or equipment testing load when the Real Time Zonal Price for the New Hampshire load zone as determined by the ISO-NE is forecasted to exceed or actually exceeds the threshold price for interruption under the Voluntary Interruption Program Rate VIP.

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In the event of an interruption notification from the Company, the Customer is required to interrupt its snow-making load or its equipment testing load within two hours of the notification from the Company, except during a system emergency when immediate interruption of snow-making load or equipment testing load is required. The Company will notify the Customer as promptly as possible when snow-making or equipment testing can resume.

VERIFICATION OF INTERRUPTION

A base demand level representing all of a Customer's non-snow-making load will be established by mutual agreement. In order to verify a Customer has interrupted its snow-making load, the Company will compare the Customer's kilowatt demand in each half-hour of the interruption period to the base demand. An interruption shall be deemed to have occurred if the Customer's demand is less than or equal to the base demand in each half-hour interval in the interruption period. The base demand level will be reviewed annually with the Customer to verify that the level continues to represent the Customer's non-snow-making load. It is the responsibility of the Customer to contact the Company in advance of any significant changes that may affect the level of the Customer's non-snow-making load. In the event of a significant change, a new base demand level will be established by mutual agreement.

In order to verify a Customer has interrupted its equipment testing load, the Company will compare the Customer's kilowatt demand in each half-hour of the interruption period to the average of the kilowatt demands occurring in the same half-hour of all non-holiday weekdays occurring in the Customer's billing cycle month. An interruption shall be deemed to have occurred if the Customer's demand in each half-hour interval of the interruption period is less than or equal to 110% of the average of the kilowatt demands occurring in the same half-hour of all non-holiday weekdays occurring in the Customer's billing cycle month.

FAILURE TO INTERRUPT

In the event a Customer fails to interrupt its snow-making load or its equipment testing load during an interruption period, and if the Customer receives energy service under Default Energy Service Rate DE, all kilowatt-hours delivered to the Customer in excess of the base demand during a snow-making interruption period or all kilowatt-hours delivered to the Customer during an equipment testing period will be billed at 150% of the hourly Real Time Zonal Price for the New Hampshire load zone in lieu of the Default Energy Service rate, whichever is applicable.

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In the event the Customer fails to interrupt its snow-making load or its equipment testing load during an interruption period, and if the Customer does not receive energy service under Default Energy Service Rate DE, all kilowatt-hours delivered to the Customer in excess of the base demand during a snow-making interruption period or all kilowatt-hours delivered to the Customer during an equipment testing interruption period will be assessed a charge of 50% of the hourly Real Time Zonal Price for the New Hampshire load zone, in addition to the charges under Primary General Delivery Service Rate GV or Large General Delivery Service Rate LG.

SERVICE AGREEMENT AND TERM

The Customer must sign a Service Agreement specifying the Customer's base demand level to receive service under this rate. Service shall be available, provided the Customer continues to meet the availability requirements, for the period beginning on the Effective Date specified in the Service Agreement and terminating after a ten-year period or December 31, 2014, whichever date occurs earlier. In the event the Customer no longer meets the availability requirements, service under this rate shall immediately terminate.

SUCCESSORS AND ASSIGNS

If the Customer or the Company sells or otherwise transfers the business to a second party, this rate and the Service Agreement shall be binding upon the existing and new party; provided the Customer continues to meet the availability requirements of the rate.

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DEFAULT ENERGY SERVICE RATE DE

AVAILABILITY

Subject to the Terms and Conditions of the Tariff of which it is a part, this rate is for energy and capacity in conjunction with the applicable Delivery Service Rate Schedule. It is available to those Customers who are not receiving Supplier Service or Self-Supply Service. In addition, renewable service options are available to Customers who are not enrolled in the Residential Electric Assistance Program Rate EAP and have not been approved to receive electric service payment assistance through the Fuel Assistance Program administered by a Community Action Agency.

Notwithstanding any other Tariff provision or Special Contract terms, no discount shall be applied to this rate.

RATE PER MONTH

| | <u>Per Kilowatt-Hour</u> |
|---------------|--------------------------|
| Energy Charge | 8.78¢ |

RENEWABLE SERVICE OPTIONS

The Company will purchase and retire a sufficient number of new renewable generation resource certificates (“Certificate”) to match the kilowatt-hour usage associated with the Customers enrolled in a renewable service option. A Certificate represents one thousand kilowatt-hours of electricity generated by a generation resource physically located in New England that is certified by the Commission as a Class I or Class II generation resource under the New Hampshire Electric Renewable Portfolio Standard or is capable of earning certification under the New Hampshire Renewable Portfolio Standard. The Company is not required to purchase Certificates simultaneously with Customer usage. Certificates supporting the renewable service options under this rate schedule will be acquired by the Company such that up to 30% of one calendar year’s Certificate requirements could be satisfied with Certificates produced in either of the previous two calendar years or during the first quarter of the subsequent calendar year.

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- 100% Renewable Service Option - The Company will purchase Certificates to match a Customer's total kilowatt-hour usage.
- 50% Renewable Service Option - The Company will purchase Certificates to match 50% of a Customer's total kilowatt-hour usage.
- 25% Renewable Service Option - The Company will purchase Certificates to match 25% of a Customer's total kilowatt-hour usage.

The Company will use reasonable efforts to purchase Certificates, but does not guarantee the availability of Certificates. In the event Certificates are not available or cannot be purchased at a reasonable cost, the Company shall make a payment to the Renewable Energy Fund created pursuant to the New Hampshire Electric Renewable Portfolio Standard in lieu of purchasing Certificates.

Beginning in 2011 the Company will submit a report to the Commission annually by July 1st to document the number of Certificates purchased and retired by the Company on behalf of Customers receiving service under the renewable service options during the preceding calendar year.

The Customer must notify the Company to initiate service under a renewable service option. In the event the Company can process the Customer request to initiate service prior to the Customer's next regularly scheduled meter read date, the next bill rendered by the Company shall include a charge for the renewable service option chosen by the Customer. Otherwise, the subsequent bill rendered by the Company shall include a charge for the renewable service option chosen by the Customer. The Company shall confirm customer acceptance of the date that service will be initiated under a renewable service option, i.e. either the most recent meter read date or the next subsequent meter read date.

The Customer must notify the Company to discontinue service under a renewable service option. In the event the Company can process the Customer request to discontinue such service prior to the Customer's next regularly scheduled meter read date, the next bill rendered by the Company shall not include a charge for the renewable service option. Otherwise, the subsequent bill rendered by the Company shall not include a charge for the renewable service option.

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RATE PER MONTH - RENEWABLE SERVICE OPTIONS

| | |
|---------------------------------------|---|
| 100% Renewable Service Option Charge: | 3.532¢ per kilowatt-hour in addition to the Energy Charge |
| 50% Renewable Service Option Charge: | 1.766¢ per kilowatt-hour in addition to the Energy Charge |
| 25% Renewable Service Option Charge: | 0.883¢ per kilowatt-hour in addition to the Energy Charge |

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SMART START
ENERGY EFFICIENCY PROGRAM

AVAILABILITY

Subject to the Terms and Conditions of the Tariff of which it is a part, this rate is for the installation of energy efficiency and load management measures for municipalities in offices, schools, and other municipal buildings. The energy efficiency and load management measures will be installed at the Company's expense and the Customer shall reimburse the Company through charges added to the Customer's regular monthly bill. Upon the Customer's request, the Company may utilize a fixed price estimate for the installed cost of energy efficiency and load management measures installed by the Company to determine eligibility and the monthly charges under this rate. If the Customer enters into an agreement based upon the fixed price estimate, both the Customer and the Company will be bound by that fixed price estimate. This rate is for a basic utility service and the Customer is liable for payment of the charges under this rate under the same conditions as any other charges for basic utility service including, but not limited to, the Customer's service being subject to disconnection for nonpayment in accordance with the rules of the Commission.

At its sole discretion, the Company shall determine eligibility for service under this rate subject to (1) the availability of funds budgeted for this program, (2) the suitability of approved energy efficiency and load management measures for the Customer's location and the likelihood that the measures will be used and useful throughout their estimated life, (3) a minimum project cost requirement of \$1,000 which may be met by aggregating project costs from multiple delivery service accounts, and (4) the Company's determination that the measures chosen are estimated to produce sufficient energy or demand savings to offset the total costs of the measures. Although the Company expects that all Customers participating in the Smart Start Energy Efficiency Program will receive lower monthly electric bills, there is no guarantee of savings.

Any Customer taking service under this rate must be and remain a full requirements delivery service Customer. In the event the Customer does not remain a full requirements delivery service Customer, any remaining charges under this rate shall immediately become due and payable. This rate is available to new installations through December 31, 2010.

COMPANY RESPONSIBILITIES

The Company will act as the Customer's agent in selecting energy efficiency and or load management measures which are suitable for the Customer's end uses of electricity and which are estimated to produce sufficient savings in energy usage or demand. The Company may arrange for a supplier or contractor (1) to install the measures (2) to instruct the Customer on the proper use, operation and maintenance of the measures and (3) to certify that the measures are properly installed and operating as designed. Upon notification by the Customer that work is complete, the Company will verify that the measure(s) have been installed and arrange for payment to the contractor.

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After receiving notice from the Customer, the Company will evaluate any report of a failed measure(s), and at its option, the Company will cause the measure(s) to be repaired or replaced when necessary or will terminate charges under this rate.

The Company will inform all new Customers at a location where energy efficiency or load management measures have been installed as to the existence of any unbilled charges remaining under this rate for that location. If the former Customer received service under an accelerated payment period term, the Company will inform the new Customer that they may revert at any time to the minimum monthly charge that was available to the former Customer. The Company will also inform these Customers of the benefits associated with the measure(s) and their responsibility for the payment of the remaining charges under this rate and other obligations.

CUSTOMER RESPONSIBILITIES

Prior to the installation of any energy efficiency or load management measures, the Customer will sign a Smart Start Agreement which will provide that the Customer is responsible for:

- (1) payment of the monthly charges under this rate in addition to all other charges on the monthly bill;
- (2) informing the Company if the measures fail completely or malfunction so that the estimated reductions in demand and energy use cannot be realized;
- (3) maintaining the energy efficiency or load management measures at the service location and taking reasonable steps to prevent damage to such measures;
- (4) becoming fully informed concerning the routine operation and maintenance of the energy efficiency or load management measures installed at the service location;
- (5) allowing access by the Company, at reasonable times, for any inspection or repair of the energy efficiency or load management measures to the extent the Company is responsible for such repairs as described above; and
- (6) accepting responsibility for the cost of out of warranty repairs. Customers may accept such responsibility through any of the following:
 - (a) the customer may repair the measure(s) themselves,
 - (b) the customer and/or customer's casualty insurance may pay for repairs,
 - (c) the customer may agree to an extension of the number of monthly payments to cover the Company's cost of repair.

A Customer's obligation to pay for the measure(s) ends when the Customer closes their account. If the Customer is the owner or lessor of the premises, the Customer must inform all prospective purchasers or renters of the location that there is an unexpired obligation under this rate. Whenever a Customer applies for service at a location which was the subject of a previous Smart Start Agreement, payment for which has not been completed, such Customer shall become responsible for the remaining balance. If the location was the subject of an accelerated payment term, the new Customer has the option to revert at any time to the minimum monthly charge that was available to the former Customer. Acceptance of electric service constitutes acceptance of the obligations under this rate by the new Customer.

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LANDLORD'S AND LESSOR'S RESPONSIBILITIES

In order to be eligible to accept the installation of the energy efficiency or load management measures in a location which is rented or leased to tenants who currently are Customers of the Company or future tenants of such locations who will apply for service from the Company at such locations, the owner and the landlord or lessor (in case the landlord or lessor is not the owner) must enter into a Smart Start Agreement under which they agree:

- (1) to cooperate in obtaining the consent of any existing tenants to enter into a Smart Start Agreement with the Company,
- (2) to inform all prospective new tenants of the obligation to enter into a Smart Start Agreement for the remaining balance of any previous Smart Start Agreement attributable to the rented or leased location; and
- (3) to inform all subsequent owners or lessors of these obligations with respect to informing tenants of their obligation to enter into a Smart Start Agreement.

Landlords and lessors of service locations must also agree to allow the Company access to any measures in order to inspect or repair the measures.

PRICING AND CONTRACT TERM

The Smart Start Agreement will specify the monthly charge and the term of the payment period. A Customer can choose to accelerate the payment period term by paying a higher monthly charge or a Customer can choose to pay the remaining balance owed to the Company at any time. Customers selecting an accelerated payment period term can revert at any time to the minimum monthly charge available to the Customer. The term of the Smart Start Agreement may be extended by the Company to recover its costs for out of warranty repairs or missed payments.

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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”) through an additional charge on their monthly electric service bill issued by the Company. It is available to Participating Customers who meet the following qualifications:

1. The Customer must own the residential property where the energy-efficiency measures are installed; and
2. The 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 Residential Delivery Service Rate R or Residential Time-of-Day Delivery Service Rate R-OTOD; and
3. The Customer must have a Fair Isaac and Company (“FICO”) credit score of 680 or higher; and
4. The Customer must have good credit with the Company, which is defined as a Customer that has not received a disconnect notice from the Company during the twelve months preceding the Customer’s request for service under this program; and
5. The Customer Loan Amount must be greater than or equal to \$500 and less than or equal to \$7,500 and must not exceed the Customer’s share of the installed cost of the energy-efficiency measures installed under the Company’s approved energy-efficiency program.

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

Any Customer taking service under this program must remain a Delivery Service Customer of the Company at the residential property where the energy-efficiency measures are installed. In the event the Customer does not remain a Delivery Service Customer of the Company at the residential property where the energy-efficiency measures are installed, any remaining charges under this program shall immediately become due and payable.

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CUSTOMER LOAN AGREEMENT

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

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

| <u>Customer Loan Amount</u> | <u>Maximum Repayment Term (in Months)</u> |
|--|---|
| Greater than or equal to \$500 and less than or equal to \$2,000 | 24 |
| Greater than \$2,000 and less than or equal to \$3,000 | 36 |
| Greater than \$3,000 and less than or equal to \$4,000 | 48 |
| Greater than \$4,000 and less than or equal to \$5,000 | 60 |
| Greater than \$5,000 and less than or equal to \$6,000 | 72 |
| Greater than \$6,000 and less than or equal to \$7,500 | 84 |

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