

N.H.P.U.C No. 2 Steam
Superseding No. 1

CONCORD STEAM CORPORATION

TARIFF

For

STEAM SERVICE

Applicable

In

Concord, New Hampshire

Issued: June 15, 1971
Effective July 15, 1971

By:
Franklin Hollis, President

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By: 
Peter Bloomfield, President

SERVICE AREA

This Tariff, including the rates set forth herein, is applicable throughout Concord, New Hampshire.

CUSTOMER CONTRACT

Each customer shall sign a contract for Steam service covering service at each location owned or under the control of the Customer, which shall be deemed to include all of the provisions of this Tariff. Each Customer now receiving service shall be deemed to assent to the provisions of the Tariff by continuing to take service from the Company.

TERMS AND CONDITIONS

1. Use of steam. All the steam supplied shall be used upon the premises to which it is delivered and the customer shall not sell or otherwise dispose of it except through its inclusion in a fixed rent received by the Customer.

2. Refusal of Service. The Company may refuse service to or for the direct or indirect benefit of a former Customer who is indebted to it for service previously rendered and may also refuse service in the event the estimated revenue from the applicant is insufficient to warrant the

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Company making the investment necessary to supply the desired service under the applicable rate. Reference is made to the provisions of the Company's Line Extension Policy hereinafter set forth.

3. Discontinuance and/or Restoration of Service. Service may be discontinued on due notice in accordance with the Rules and Regulations of the Public Utilities Commission whenever the Customer (1) fails to pay and bill for service when dues, or (2) fails to perform any of his obligations to the Company, or (3) the Company deems it necessary to protect itself from fraud. To have service restored after such discontinuance, a charge as stated in the rate schedule must be paid and, at the discretion of the Company the payment of a deposit in accordance with section 4.

Service hereunder is subject to all provisions now or hereafter in existence embodied in the enactments, orders, ordinances, rules and regulations of any and all the bodies action with authority whether state, local or federal, and the Customer will adjust his system at any time to bring the same in accordance therewith; and if any such enactments, orders, ordinances, rules or regulations impose burdens upon the Company which, in opinion of the Company, make it unprofitable for the Company to continue to supply of steam, the company shall have the right to discontinue the supply of steam hereunder on reasonable notice to the Customer.

In case the rights and privileges, which the Company now has or may obtain, without additional cost to it, in and through and premises, streets,

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avenues, alleys or places public or private, are withdrawn or terminated or are not obtained, then the Company shall have the right to discontinue the supply of steam.

4. Deposit. The Company shall have the right to require the Customer to deposit with the Company a sum of money equal to 15% of the estimated annual bill. Interest will be paid on said deposit when held six (6) months or more at a rate equal to the base rate on corporate loans at large U.S. money center commercial banks (Prime Rate). Said Prime Rate is to be fixed on a quarterly basis for periods ending March, June, September, and December of any given year. The Prime Rate is to be established as 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 The Wall Street Journal, the average of the reported rates shall be used. Customer accounts shall be credited with simple annual interest and paid upon the refund of deposit. Said deposit will be returned to the Customer when the service is permanently disconnected or the Customer has established satisfactory credit.

5. Interruption of Service. The Company shall not be liable to the Customer for failure to furnish steam provided said failure is due to fires, strikes, governmental interference, emergency, unavoidable accidents, or to any cause not within the control of the Company. The Company shall have the right, upon reasonable notice to the Customer, to cut off the supply of steam temporarily for making any necessary repairs, replacements or connections. Any interference or interruption, however, will be accomplished with a minimum of inconvenience to the Customer, and where possible, with reasonable notice.

6. Permits and Easements. The Company shall apply for any necessary street permits and shall not be required to supply service until a reasonable time after such permits are granted. All other necessary permits, easements, or rights to enable the Company to run its distribution line into a Customer's premises shall be obtained by the Customer

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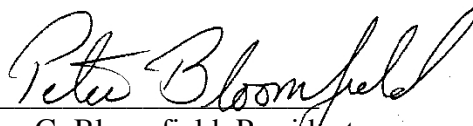
at his expense.

7. Facilities to be furnished by the Customer and the Company. All service connections between the Company and a Customer are subject to the Company's approval both as to design and installation. The Company will at its expense (a) install its service pipe from the Company's main through and into the Customer's structure(s) at such location as the Company may determine, (b) furnish a shut off valve, (c) furnish a pressure reducing valve adjustable to reduce its delivery pressure to a range of 15 to 50 pounds per square inch and (d) furnish a meter or meters to measure the Customer's use of steam except for Flat Rate Customers. The locations of items (b), (c), and (d) shall be determined by the Customer or his heating engineer or plumber and the expense of their installation together with any necessary piping and fittings shall be borne by the Customer. The facilities described above are considered to be "supply pipes" for purposes of the Company's Line Extension Policy as set forth in this tariff, and the obligation of the Company to pay for such facilities is limited as set forth in such policy.

8. Other Facilities of Company. The Company shall have the right to install and maintain additional service pipes and equipment on the Customer's premises and through the walls of the Customer's building, such installation to be made entirely at the Company's expense, for the purpose of rendering service to other Customers of the Company and its own use. The Company agrees to indemnify the Customer for any damage done to the premises on account of making and maintaining such installation and to remove such service pipes and equipment and restore the premises at the termination of service if required by the Customer.

9. Facilities of the Company. Any and all pipes, meters, valves, fittings, equipment, and accessories supplied or installed by the Company shall be and remain the property of the Company and the Company shall have the right but not the duty to remove the same upon the discontinuance

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of steam service. The Company shall maintain its facilities upon the Customer's premises its expense.

10. Facilities of Customer. The Customer will at his own expense, equip his premises as may be necessary for the proper utilization of the Company's service; will provide and make all inside connections from the service line entrance at the Customer's wall, and will provide and make all inside connect suitable cooling coils, if required, to cool the condensate before discharging to condensation meter or sewer; and generally, except for the items to be furnished by the Company under section 7, bear the entire expense of connecting his heating and other systems using steam to the steam service pipe of the Company.

All piping, valves and apparatus upon the premises of the customer to which the service of the Company is or is not to be connected shall at all times be made and kept closed and tight so that when the condensate meters are installed, the steam delivered will be accurately measured. The Company may from time to time inspect the Customer's system solely to satisfy itself that such system is kept closed and tight and if any defect be discovered the Company will endeavor, without binding itself however so to do, to report such defect promptly to the Customer. If the Customer fails to repair the defect promptly after notification, the Company may estimate and bill the Customer for steam delivered but not returned to the condensate meter.

The Company recommends that the Customer install a safety valve and a second adjustable pressure reducing valve to insure the safe and

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economical utilization of the Company's service.

11. Entry upon Premises of Customers. The Company shall have the right to enter the Customer's premises at all times for the purpose of reading meters and of inspecting and keeping in repair or replacing or removing any or all of its apparatus thereon, and for said purpose the Customer will request his landlord, if any, to permit said Company to enter. The Customer will be responsible for all damages to, or loss of the Company's property located upon his premises, unless occasioned by the Company's negligence.

12. Inspection of Meters, etc. A meter or meters will be installed by the Company at the Company's expense upon the Customer's premises, where reasonably convenient for the Company's service, upon the reading of which all bills for steam furnished shall be computed; provided, however, that if at any time steam shall be furnished by the Company to the Customer before installation of a suitable meter or meters, or while such meter or meters, or any of them, may be temporarily removed for repairs, inspection or any other cause, or while any such meter or meters fail to register, the Company may estimate the consumption of steam and bill the Customer therefore. Meters will be tested from time to time and any inaccuracy in excess of 3% will be adjusted-either debit or credit- on basis of one-half the amount of the total inaccuracy at the time of the test, for a period of use not to exceed three months. If the Customer requests a meter tested the Company will make the test without charge,

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provided the meter is found to be inaccurate in excess of 3% to the Customer's disadvantage. However, if the meter is found to be not more than 3% inaccurate, the Customer shall pay to the Company its cost of making the test.

13. Service Calls. At the request of a Customer, the Company will investigate any heating problem on the Customer's premises which they may reasonably believe to be due to the Company's facilities located upon their premises or its supply pipes. If the problem is not directly attributable to the Company's facilities or method of operation, the Customer shall pay for the cost of the service performed and material supplied by the Company for repairing the Customer's facilities. A minimum charge of one hour of service technician's time at the Company's standard charge out rate will be paid by the Customer.

14. Steam Damage. The Company shall not be liable for any damage resulting from the presence or use of steam upon the Customer's premises or the presence of its facilities thereon unless due to the Company's willful neglect or default. Neither by inspection nor by beginning or continuing service does the Company give any warranty, express or implied, as to the adequacy, safety or other characteristics of any of the Customer's equipment utilizing the Company's steam service.

15. Change and Modification. The rates, terms and conditions contained in this Tariff are subject to such change, modification or termination as may be provided in any legally authorized provision or supplement subsequently issued and becoming effective in accordance with law.

LINE EXTENSION POLICY

The company will upon written request where feasible and practicable

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extend its supply pipes and mains on the following basis: it will estimate the annual steam consumption by months of the potential customer(s) and compute the annual bill for steam based upon Steam Service Rate- Classification G including the Energy Cost Adjustment which is in effect for the twelve month projection period during which the potential customer(s) will receive normal service from the Company. If the Company and the customer(s) agree on the extension based on such projection, the Company will construct the extension. The Company will defray the cost of the extension up to the amount equal to the cost of the steam to be purchased by the customer(s) during the twelve-month projection period, and the customer(s) shall defray the balance of such cost. The Company will at its expense furnish the facilities specified in section 7 of the Terms and Conditions of this Tariff.

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By:

Roger G, Bloomfield

RATES AND CHARGES

Service classification G (General)

RATES

Usage Rate:

First 500 M (1000) lbs per month	\$ 41.13 per M lb
All over 500 M lbs up to 2,000 M lbs per month	\$ 39.97 per M lb
All over 2,000 M lb per month	\$ 36.48 per M lb

Meter Charge:

For steam service from October through May:

Meter Size

Type A or B	\$ 20 per month per meter
Type C, D, or E	\$ 50 per month per meter
Type F, G or Steam Flow	\$ 110 per month per meter

Cost of Energy:

Rate effective March 1, 2017 \$ 24.13

The Company may adjust monthly cost of energy charge within given range to balance annual charges.

Maximum	\$ 29.71/Mlb
Minimum	\$ 17.83/Mlb

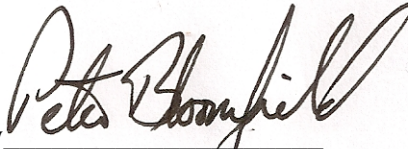
Rate case expense Surcharge:

A surcharge of \$0.06/Mlb shall be credited to all accounts to recover the cost of rate expenses.

Terms:

Bills will be rendered within the first 15 days of each month for service during the previous month, shall be payable upon presentation and shall bear interest at the rate of 1-1/2% per month from the first of the following month on the unpaid balance.

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The Calculation of the fuel charge shall be reported each month to the Public Utilities Commission and the charge so reported shall govern the billing for that month, but in no case shall the provisions of this clause apply except on the basis of the report filed with the Public Utilities Commission.

Flat Rate:

A flat unmetered rate may be charged wherever steam usage is low and is furnished for purposes other than space heating. If the appliances specified in the application for service and the probable amount of their use will result in an average consumption of less than 5,000 pounds of steam per month, service will be rendered without metering at a price equal to the bill for 5,000 pounds of steam per month. The Company will, at least once each calendar year, check the appliances and use. If in the Company's estimation the probable use will exceed an average use of 5,000 pounds per month, a meter shall be installed and the meter rate shall be applied.


Turn-On Charge:

When service has been shut off for just cause, the Customer will be charged for restoring service. If steam service has been shut off at the customer's request between October and May, and if the customer subsequently requests that it be turned on again before the end of May, the customer will be charged for restoring service. The minimum service charge will be one hour of service technician's time at the Company's standard charge out rate, which is \$90/hr.

Terms:

Bills will be rendered within the first 15 days of each month for service during the previous month. The bills shall be payable upon presentation and shall bear interest at the rate of 1-1/2% per month from the first of the following month on the unpaid balance.

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