

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS

I. GENERAL

1. Applicability

- A. The following Terms and Conditions shall apply to every registered Competitive Supplier within the State of New Hampshire authorized to do business with the Company and their customers.
- B. These Terms and Conditions may be revised, amended, supplemented or supplanted in whole or in part from time to time according to the procedures provided in the New Hampshire Public Utility Commission's ("Commission") Orders or regulations and New Hampshire law. In case of conflict between these Terms and Conditions and any orders or regulations of the Commission, said orders or regulations shall govern.
- C. No agent or employee of the Company is authorized to modify any provision contained in these Terms and Conditions or to bind the Company to perform in any manner contrary thereto. Any such modification to these Terms and Conditions or any such promise contrary thereto shall be in writing, duly executed by an authorized officer of the Company, and subject in all cases to applicable statutes and to the orders and regulations of the Commission, and available for public inspection during normal business hours at the business offices of the Company and at the offices of the Commission.

2. Definitions

- A. "Company" shall mean Unitil Energy Systems, Inc.
- B. "Commission" shall mean the New Hampshire Public Utilities Commission.
- C. "Competitive Supplier" or "Supplier" shall mean any entity registered with the Commission to sell electricity to retail Customers in New Hampshire.
- D. "Customer" shall mean any persons, partnership, corporation, or any other entity, whether public or private, who obtains Distribution Service at a Customer Delivery Point and who is a Customer of record of the Company.
- E. "Customer Delivery Point" shall mean the Company's meter or a point designated by the Company located on the Customer's premises or on a public right of way.
- F. "Default Service" shall mean the service provided to a Customer in accordance with Schedule DS, Default Service, of this Tariff.
- G. "Distribution Company" shall mean an electric company organized under the laws of New Hampshire that provides Distribution Service in New Hampshire.
- H. "Distribution Service" shall mean the delivery of electricity to Customers by the Distribution Company.
- I. "EDI Working Group Report" or "Report" shall mean the report submitted by the Electronic Data Interchange Working Group to the NH Public Utilities Commission on April 2, 1998, and approved by Order 22,919. The report is available on the Commission's Internet webpage.

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

- J. "Enrollment period" shall mean, for a particular Customer, the period of time during which a Competitive Supplier may submit an enrollment transaction to a Distribution Company for initiation of Generation Service concurrent with the start of the Customer's next billing cycle.
- K. "Generation Service" shall mean the sale of electricity, including ancillary services such as, but not limited to, the provision of reserves, to a Customer by a Competitive Supplier.
- L. "ISO-NE" shall mean the Independent System Operator of the New England bulk power system and its successors.
- M. "Market Participant" shall mean a participant in the New England Markets that has executed a Market Participant Service Agreement, or on whose behalf an unexecuted Market Participant Service Agreement has been filed with the Federal Energy Regulatory Commission.
- N. "NEPOOL" shall mean the New England Power Pool and its successors.
- O. "PTF" shall mean pool transmission facilities included in the Open Access Transmission Tariff on file with the Federal Energy Regulatory Commission and any successor agreements.
- P. "Settlement Account" shall mean the settlement method (and any successor settlement methodologies) utilized by ISO-NE for its Market Participants, as set forth in the ISO-NE Transmission, Markets and Services Tariff, as amended from time to time, on file as a tariff with the Federal Energy Regulatory Commission.
- Q. "Terms and Conditions" shall mean these Terms and Conditions for Competitive Suppliers.
- R. "Trading Partner Agreement" shall mean the contract between the Company and the Competitive Supplier referenced in Section II.3.5 below.

II. OBLIGATION OF PARTIES

1. Customer:

A Customer shall select one Competitive Supplier for each account at any given time, or authorize an agent to make the selection for the Customer, for the purposes of the Company (1) reporting the Customer's hourly electric consumption to the ISO-NE, and (2) providing billing services. The Customer must provide the selected Competitive Supplier with the information necessary to allow the Competitive Supplier to initiate Generation Service, in accordance with Section III.1.A., below. A Customer may choose only a Competitive Supplier that is licensed by the Commission.

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

2. Distribution Company:

The Company shall:

- (1) Arrange for or provide local network transmission services from PTF to the Company's Distribution System for each Customer;
- (2) Arrange for or provide regional network transmission service over PTF ;
- (3) Be responsible for obtaining and maintaining Regional Transmission Service (or its successor);
- (4) Be responsible for the Network Load (as defined in the ISO-NE Transmission, Markets and Services Tariff) associated with its retail customers located in the Company's service area;
- (5) Deliver power over distribution facilities to each Customer Delivery Point;
- (6) Provide customer service and support for Distribution Service and, if contracted by the Competitive Supplier, for Generation Service in accordance with Section III.6.D below;
- (7) Respond to service interruptions or power quality problems;
- (8) Handle connections and terminations;
- (9) Read Meters;
- (10) Submit bills to Customers for Distribution Service and, if requested by the Competitive Supplier, for Generation Service in accordance with Section III.6.B below;
- (11) Address billing inquiries for Distribution Service and, if contracted by the Competitive Supplier, for Generation Service in accordance with Section III.6.D below;
- (12) Answer general questions about Distribution Service;
- (13) Report Competitive Suppliers' estimated and metered loads, including local network transmission and distribution losses, to the ISO-NE, in accordance with Section III.8. below;
- (14) Process the electronic business transactions submitted by Competitive Suppliers, and send the necessary electronic business transactions to Competitive Suppliers, in accordance with Section III.1, below, and the rules and procedures set forth in the EDI Working Group Report;
- (15) Provide information regarding, at a minimum, rate tariffs, billing cycles, and load profiles, on its Internet web site;

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

- (16) Provide up to twelve months of a Customer's historic billing data to a Customer or a Competitive Supplier, provided that the Competitive Supplier has received the appropriate authorization, in accordance with the provisions established in Section 3(8) below. This information shall be provided in electronic form at no charge.
- (17) Print up to twelve months' of historic data on customer's bills, in addition to the usage data for the current billing period.

3. Competitive Supplier:

The Supplier shall:

- (1) Meet the registration and licensing requirements established by law or regulation and either (i) be a Market Participant subject to a Settlement Account or (ii) have an agreement in place with a Market Participant whereby the Market Participant agrees to include the load to be served by the Competitive Supplier in such Market Participant's Settlement Account;
- (2) Be responsible for providing all requirements service to meet each of its Customer's needs and deliver the associated capacity and energy to a point or points of local network interface between the PTF and non-PTF systems;
- (3) Give the Company at least 60 days' prior notice of termination of its status as a Market Participant or termination of the agreement referenced in (1)(ii) above. The Competitive Suppliers right to serve customers will cease effective with such termination, however the supplier will continue to be obligated to settle all financial obligations with the Company which were incurred prior to such termination;
- (4) Be responsible for any and all losses incurred on (i) local network transmission systems and distribution systems, as determined by the Company; (ii) PTF, as determined by the ISO-NE; and (iii) facilities linking generation to PTF;
- (5) Enter into a Trading Partner Agreement with the Distribution Company that specifies, among other things, information exchange, problem resolution, and revenue liability. This agreement must be entered into prior to the initiation of Generation Service to any Customer in the Company's service territory. A business initiation fee of \$400.00 will be charged to each Competitive Supplier. This fee includes the costs of EDI testing and initial set up of the Competitive Supplier in the Company's system. Charges for additional computer programming that may be required will be negotiated with each Competitive Supplier and included in the Trading Partner Agreement;
- (6) Complete testing of the transactions included in the EDI Working Group Report prior to the initiation of Generation Service to any Customer in the Company's service

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

territory. Such testing shall be in accordance with the rules and procedures set forth in the Report;

- (7) Be responsible for obtaining the necessary authorization from each Customer prior to initiating Generation Service to the Customer;
- (8) Be responsible for obtaining the necessary authorization from each Customer prior to requesting the Company to release the historic usage information specific to that Customer to the Competitive Supplier. Such authorization shall consist of (i) a letter of authorization; (ii) electronic transmission to a competitive supplier; or (iii) a written authorization provided to a qualified and independent third party vendor.

III. PROVISIONS OF SERVICE

1. Initiation and Termination of Generation Service:

A. Initiation of Generation Service

- (1) To initiate Generation Service to a Customer, the Competitive Supplier shall submit an "enroll customer" transaction to the Company, in accordance with the rules and procedures set forth in the EDI Working Group Report. The Competitive Supplier shall hold the "enroll customer" transaction until any applicable right of rescission has lapsed.
- (2) If the information on the enrollment transaction is correct, the Distribution Company shall send the Competitive Supplier a "successful enrollment" transaction, in accordance with the rules and procedures set forth in the EDI Working Group Report.
- (3) Generation Service shall commence on the date of the Customer's next scheduled meter read, provided that the Supplier has submitted the enrollment transaction to the Distribution Company no fewer than two (2) business days prior to the meter read dates.
- (4) If the Supplier has not submitted the enrollment transaction at least two (2) business days before the meter read date, Generation Service shall commence on the date of the Customer's subsequent scheduled meter read.
- (5) If more than one Competitive Supplier submits an enrollment transaction for a given Customer during the same enrollment period, the first transaction that is received by the Distribution Company shall be accepted. All other transactions shall be rejected. Rejected transactions may be resubmitted during the customer's next enrollment period.

B. Termination of Generation Service

- (1) To terminate Generation Service with a Customer, a Competitive Supplier shall submit a "supplier drops customer" transaction, in accordance with the rules and procedures set forth in the EDI Working Group Report. Generation Service shall be

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

terminated on the date of the customer's next scheduled meter read, provided that the Competitive Supplier has submitted this transaction to the Distribution Company no fewer than two (2) business days prior to the meter read date. If the Competitive Supplier has not submitted this transaction at least two (2) business days before the meter read date, Generation Service shall be terminated on the date of the Customer's subsequent meter read. The Distribution Company shall send a "confirm drop date" transaction to the Competitive Supplier, in accordance with the rules and procedures set forth in the EDI Working Group Report.

- (2) To terminate Generation Service with a Competitive Supplier, a Customer shall so inform Competitive Supplier who will submit the required "supplier drops customer" transaction. Generation Service shall be terminated on the date of the Customer's next scheduled meter read.
- (3) In those instances when a Customer, who is receiving Generation Service from an existing Competitive Supplier, initiates such service with a new Competitive Supplier, the Distribution Company shall send the existing Competitive Supplier a "customer drops supplier" transaction, in accordance with the rules and procedures set forth in the EDI Working Group Report.
- (4) 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.

2. Customer Moves

- A. A Customer that moves within a Distribution Company's service territory shall have the opportunity to notify the Distribution Company that he/she seeks to continue Generation Service with his/her existing Competitive Supplier. Upon such notification, the Distribution Company shall send a "customer move" transaction to the Competitive Supplier, in accordance with the rules and procedures set forth in the EDI Working Group Report.
- B. 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.

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

3. Changes to Customer Information

- A. Distribution Companies and Suppliers shall send “change enrollment detail” transactions to change any information included on the “enroll customer” transactions, in accordance with the rules and procedures set forth in the EDI Working Group Report.
- B. If any of the transactions described above are rejected by the Distribution Company, the Distribution Company shall send an “error” transaction to the Competitive Supplier identifying the reason for the rejection, in accordance with the rules and procedures set forth in the EDI Working Group Report.

4. Customer Outages

A. Planned Outages

In the event that the loading on the Distribution System, or a portion thereof, must be reduced for safe and reliable operation, such reduction in loading shall be proportionately allocated among all Customers whose load contributes to the need for the reduction, when such proportional curtailments can be accommodated within good utility practices.

B. Unplanned Outages

In the event of unplanned outages, service will be restored in accordance with good utility practice.

C. Disconnection of Service

The Distribution Company may discontinue Distribution Service to a Customer in accordance with the provisions set forth in the Terms and Conditions for Distribution Service. The Company shall provide electronic notification to the Customer’s Competitive Supplier of record upon disconnection. Once disconnection occurs, the provision of Generation Service to the Customer is no longer the obligation of the Competitive Supplier. The Company may also be called upon from time to time by ISO New England or its successors to implement voltage reductions or load shed procedures to protect the security of the bulk power grid. The Company shall not be liable for any revenue losses to the Competitive Supplier as a result of any such disconnection(s).

5. Metering

A. Meter Reading

- (1) The Company shall meter each Customer in accordance with tariff provisions.
- (2) Each Customer shall be metered or estimated such that the loads can be reported to the ISO-NE for inclusion in the Competitive Supplier’s, or the Competitive Supplier’s wholesale provider’s Settlement Account.

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

B. Ownership of Metering Equipment

Should a Customer or Competitive Supplier request a new meter or that a communication device be attached to the existing meter, the Company shall provide, install, test, and maintain the requested metering or communication device. The requested meter or communication device must meet the Company's requirements. The Customer or Competitive Supplier shall bear the cost of providing and installing the meter or communication device. Upon installation, the meter or communication device shall become the property of the Company and will be maintained by the Company. The Company shall complete installation of the meter or communication device, if reasonably possible, within thirty (30) days of receiving a written request from the Customer or Competitive Supplier. The Company shall bill the Customer or Competitive Supplier upon installation.

C. Enhanced Metering Services and Interval Data Services

Any Customer or Competitive Supplier request for Enhanced Metering Services and Interval Data Services will be governed by the conditions and provisions of APPENDIX B.

6. Billing Services

The Company shall provide a single bill, reflecting unbundled charges for electric service, to Customers who receive Default Service.

The Company shall offer two billing service options to Competitive Suppliers providing Generation Service to Customers: A) Standard Billing Service; and B) Consolidated Billing Service. The Competitive Supplier shall inform the Distribution Company of the selected billing option, in accordance with the rules and procedures set forth in the EDI Working Group Report.

A. Standard Billing Service

(1) The Company shall issue a single bill for Distribution Service to each Customer. The Competitive Supplier shall be responsible for separately billing Customers for the cost of Generation Service provided by the Competitive Supplier and for the collection of amounts due to the Competitive Supplier from the Customer.

(2) The Company shall send a "customer usage information" transaction to the Competitive Supplier, in accordance with the rules and procedures set forth in the EDI Working Group Report.

B. Consolidated Billing Service

Billing Procedure:

(1) The Company shall issue a single unbundled bill for electric service to each Customer.

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

- (2) The Company shall use the rates supplied by the Competitive Supplier to calculate the Competitive Supplier's portion of a Customer's bill, and integrate this billing with its own billing in a single mailing to the Customer.
- (3) The Company shall send a "customer usage and billing information" transaction to the Competitive Supplier, in accordance with the rules and procedures set forth in the EDI Working Group Report.
- (4) Upon receipt of Customer payments, the Company shall send a "payment/adjustment" transaction to the Competitive Supplier, in accordance with the rules and procedures set forth in the EDI Working Group Report. Customer revenue due the Competitive Supplier shall be transferred to the Competitive Supplier in accordance with the trading partner agreement entered into by the Competitive Supplier and the Company.
- (5) The following payment allocation between the Company and Competitive Suppliers shall apply if a Customer pays the Company less than the full amount billed. The payment should first be allocated to the Company and Competitive Supplier charges in arrears in proportion to the percentage of the combined arrears represented by each charge. Any remaining payment should be allocated to the Delivery Service and Competitive Supplier current charges in proportion to the percentage of the combined current charges represented by each charge.
- (6) Any customization that can be made by the Company's internal computer programming staff will be charged to the supplier a rate of \$80.00 per hour. Any customization, that requires the use of the Company's external Customer Information System vendor, will be charged to the supplier a rate of \$160.00 per hour.

C. Changes to Rate Classes

If a Competitive Supplier requests different customer classes or rate structures than are offered by the Company, the Company shall accommodate changes to the billing system, if reasonably possible, at the Competitive Supplier's expense. The costs of making the designated changes shall be quoted by the Company to the Competitive Supplier and payment must be received by the Company prior to the start of programming.

D. Optional Customer Services

- (1) Upon request by a Competitive Supplier, the Company may offer optional customer services to those Competitive Suppliers who receive Consolidated Billing Service. Pricing for these optional services shall be customized to the Competitive Supplier's needs, and shall be dependent on the specific customer service required by the Competitive Supplier, the volume of Customer calls, requested coverage hours, and/or the specific number of customer service representatives requested. Such pricing will be included in the Trading Partner Agreement.
- (2) The Company may offer a Summary Billing option for Competitive Suppliers who have qualified Customers with multiple electric service accounts. Designed to consolidate multiple individual billings on a single bill format, this optional service

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TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

allows Customers to pay multiple accounts with one check. Any costs incurred to provide Summary Billing shall be assigned to the Competitive Supplier.

E. Existing Fees

Existing Company service fees, such as interest charges for unpaid balances and bad checks charges, shall remain in effect and shall be assessed, as applicable, according to the Company's Terms and Conditions for Distribution Service, applicable to all Customers.

7. Definition of Standard Units of Service

A. Billing Demand

Units of billing demand shall be as defined in the Company's applicable tariff on file with the Commission.

B. On-Peak / Off-Peak Period Definitions

- 1) The on-peak and off-peak periods shall be as defined in the Company's applicable tariff on file with the Commission.
- 2) Competitive Suppliers may define on-peak and off-peak periods differently from those above; however, they will be required to make special metering arrangements with the Company to reflect different on-peak and off-peak definitions. Any costs incurred to provide the special metering arrangements shall be assigned and billed to the Competitive Supplier.

8. Determination of Hourly Loads

- A. For each Competitive Supplier, hourly loads for each day shall be estimated or telemetered, and reported daily to the ISO-NE for inclusion in the Competitive Supplier's Settlement Account. Hourly load estimates for non-telemetered customers will be based upon load profiles developed for each customer class or Customer of the Company. The total hourly loads will be determined in accordance with the appropriate hourly load for the Company.
- B. The Company shall normally report previous days' hourly loads to the ISO-NE by a specified time. These loads shall be included in the Competitive Supplier's Settlement Account.
- C. To refine the estimates of the Competitive Suppliers' 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.
- D. The hourly loads shall be determined consistent with the following steps:
 - (1) 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.

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

- (2) The Company shall calculate a usage factor for each Customer that reflects the Customer's relative usage level.
 - (3) The Company shall develop estimates of hourly load profiles for the previous days for each Competitive Supplier such that the sum of the Competitive Suppliers' 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 Competitive Supplier loads.
 - (4) Transmission losses from local network facilities shall be approximated and added to the Competitive Supplier's hourly loads.
- E. The process of Competitive Supplier load estimation involves statistical samples and estimating error. The Distribution Company shall not be responsible for any estimating errors and shall not be liable to the Competitive Suppliers for any costs that are associated with such estimating errors.
9. Liability and Indemnification

Except as provided in Section II.9 of the Terms and Conditions for Distribution Service, the Company and the Competitive Supplier shall indemnify and hold the other and their respective affiliated, 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 these Terms and Conditions. The Company and the Competitive 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 these Terms and Conditions.

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

APPENDIX A

SCHEDULE OF CLASS DISTRIBUTION LOSSES
PURSUANT TO SECTION III. 8D.(3)

<u>Class Description</u>	<u>Distribution Loss Factor</u>
Residential	6.468%
General G2	6.392%
General G1	4.591%
Outdoor Lighting OL	6.468%

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

APPENDIX B

ENHANCED METERING SERVICES AND INTERVAL DATA SERVICES

I. ENHANCED METERING SERVICE

A) Availability

Enhanced metering service under this schedule is available to Customers currently receiving metered delivery service from the Company or the Customer's authorized representative.

B) Service Option 1: Remote Access Metering

Under this service option, the Company will provide metering equipment at the Customer's facility, which will allow for periodic readings of the Customer's load through telephone lines. The Company will install, own and maintain the metering equipment. The Customer, at its expense, shall arrange for the installation and operation of the telephone lines and service necessary for the readings of the Customer's load. The Customer, or its authorized representative, may receive the data through the optical port on the equipment or electronically. The Company will store load information for a period of thirty-five (35) days and will read the meters daily.

Fees for Service Option 1:

The Customer has the choice of initial lump sum payment or monthly fee.

<u>Tariff</u>	<u>Monthly</u>	<u>Initial Lump Sum</u>
Residential Service	\$8.97	\$220.11
General Service	\$14.73	\$361.61

C) Service Option 2: Pulse Output Service

Customers who wish to connect their own metering equipment or equipment provided by their authorized representative to the Company's meter may elect this option. The Company will provide a pulse interface device through which the Customer can access meter data. The Customer, or its representative, must purchase, own and maintain a modem-equipped recording device in order to access meter pulses.

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

Fees for Service Option 2:

The Customer has the choice of initial lump sum payment or monthly fee.

<u>Tariff</u>	<u>Monthly</u>	<u>Initial Lump Sum</u>
Residential Service	\$8.42	\$206.61
General Service	\$8.42	\$206.61

D) Special Provisions

- (1) The Company will consider requests for special metering from Customers taking service under Option 1. The Company will respond to any such written requests within thirty (30) days and will address availability, cost of implementation, technical alternatives and other issues related to the utilization of the requested metering equipment. Upon request, the Company will furnish to the Customer a list of approved interval recording meters.
- (2) All remote access metering in Option 1 and Customer-owned modem equipped recorders in Option 2 will be read daily by the Company and will be reported to ISO-NE for load settlement purposes. The Company will substitute estimated load profile data in lieu of actual hourly metered data for the Customer when Customer-owned equipment has failed or has otherwise lost communication capability.
- (3) Load values derived from the use of Company- or Customer-owned enhanced metering equipment under Option 1 or Option 2, hereunder, will be settled based on the actual quantities recorded on the Company's billing meters for the time period in question.
- (4) The Company may not be able to provide daily meter reading and information, due to operational difficulties with equipment for which the customer has operational responsibility.

E) Term of Service

The minimum term for services provided hereunder for monthly-charged Customers shall be twenty-four (24) months from the date of installation of the enhanced metering equipment.

F) Terms and Conditions

The Company's schedule of Terms and Conditions for Distribution Service, as in effect from time to time, shall apply to service under this schedule to the extent that they are not inconsistent with the specific provisions of this schedule.

TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)

II. INTERVAL DATA SERVICE

A) Availability

Service under this schedule is available for Large General Service G1 customers and customers receiving service under the Company's Optional Enhanced Metering Service or the Customer's authorized representative. Customers must have a Company-owned interval data recorder installed at their facilities.

B) Character of Service

Interval data is made available to Customers or their authorized agents through e-mail or through basic web access. Web-based access allows for the retrieval of interval load data through an Internet account. Files will become available after the standard monthly meter reads.

C) Fees

Fees for this service will vary depending upon the number of accounts and the frequency of requests for interval data.

One-time fee for single request per meter (12 months of data)	\$48.27
Annual Subscription fee per meter	\$335.05

D) Terms and Conditions

The Company's schedule of Terms and Conditions, as in effect from time to time, shall apply to this service to the extent that they are not inconsistent with the specific provisions of this schedule.