

REDACTED

**STATE OF NEW HAMPSHIRE  
BEFORE THE  
PUBLIC UTILITIES COMMISSION**

Docket No. DE 22-024

Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty  
Energy Service for the Period February 1, 2023 – April 30, 2023

**DIRECT TESTIMONY  
OF  
JOHN D. WARSHAW  
AND  
AARON J. DOLL**

January 6, 2023



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1   **I. INTRODUCTION**

2   **Q. Mr. Warshaw, please state your name and business address.**

3   A. My name is John D. Warshaw, and my business address is 15 Buttrick Road,  
4   Londonderry, New Hampshire.

5   **Q. Please state your position.**

6   A. I am the Manager of Electric Supply for Liberty Utilities Service Corp. (“LUSC”), which  
7   provides services to Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty  
8   (“Granite State,” “Liberty,” or “the Company”). I oversee the procurement of power for  
9   Energy Service for Granite State as well as the procurement of Renewable Energy  
10   Certificates (“RECs”).

11   **Q. Please describe your educational background and training.**

12   A. I graduated from the State University of New York Maritime College in 1977 with a  
13   Bachelor of Science in Nuclear Science. I received a Master’s in Business  
14   Administration from Northeastern University in 1986. In 1992, I earned a Master of Arts  
15   in Energy and Environmental Management from Boston University.

16   **Q. What is your professional background?**

17   A. In November 2011, I joined LUSC as Manager, Electric Supply for Granite State. Prior  
18   to my employment at LUSC, I was employed by National Grid USA Service Company  
19   (“National Grid”) as a Principal Analyst in Energy Supply – New England from 2000 to  
20   2010. In that position, I conducted a number of solicitations for wholesale power to meet  
21   the needs of National Grid’s New England distribution companies. I also administered

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1 both short-term and long-term power purchase agreements for National Grid's New  
2 England distribution companies. Prior to my employment at National Grid, I was  
3 employed at COM/Energy (now Eversource) from 1992 to 2000. From 1992 to 1997, I  
4 was a Rate Analyst in Regulatory Affairs at COM/Energy responsible for supporting state  
5 and federal rate filings. In 1997, I transferred to COM/Electric to work in Power Supply  
6 Administration.

7 **Q. Have you previously testified before the New Hampshire Public Utilities**  
8 **Commission ("Commission")?**

9 A. Yes. I most recently testified before the Commission in Docket No. DE 22-024, Granite  
10 State's Default Service Filing, on December 20, 2022.

11 **Q. Have you testified before any other state regulatory agencies?**

12 A. Yes. I have testified before both the Massachusetts Department of Public Utilities and  
13 the Rhode Island Public Utilities Commission regarding electric supply and renewable  
14 portfolio procurement activities.

15 **Q. Mr. Doll, please state your name and business address.**

16 A. My name is Aaron J. Doll. My business address is 602 South Joplin Avenue, Joplin,  
17 Missouri, 64081.

18 **Q. Please state your position.**

19 A. I am the Senior Director of Energy Strategy and Energy Procurement in the Liberty  
20 Central Region for Liberty Utilities Service Corp. ("LUSC"), which provides services to  
21 The Empire District Electric Company d/b/a Liberty ("Liberty," or "the Company"). I

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1 also oversee the procurement of power for Energy Service for Granite State as well as the  
2 procurement of Renewable Energy Certificates (“RECs”).

3 **Q. Please describe your educational background and training.**

4 A. I graduated from Missouri State University in 2003 with a Bachelor of Science degree in  
5 Psychology and a minor in Philosophy. I received a Master of Business Administration  
6 from Missouri State University in 2008.

7 **Q. What is your professional background?**

8 A. I have worked for Liberty for approximately 16 years. I worked in the Planning and  
9 Regulatory Department for six years as a Planning Analyst and was responsible for load  
10 forecasting, weather normalization, and sales and revenue variance analysis. In 2012, I  
11 transferred to the Supply Management department as the Market Risk Manager and  
12 eventually the Manager of Market Settlements and Systems. In this capacity, I worked to  
13 facilitate the migration of the daily power marketing activities from the Southwest Power  
14 Pool, Inc. (“SPP”) Energy Imbalance Market (“EIS”) to the SPP Integrated Marketplace  
15 (“IM”) and oversaw the procurement of Transmission Congestion Rights (“TCRs”).  
16 Additionally, I provided oversight of meter management, market settlements, and market  
17 applications.

18 In 2016, I was promoted to Director of Electric Procurement. In this role, I was  
19 responsible for the procurement of fuel for electrical generation, the day-to-day  
20 interfacing, systems and settlements with SPP as it relates to the IM, the long-term and  
21 short-term load forecasting, and the production cost modeling. I also provide regulatory

1 support relating to those responsibilities. In 2019, I was promoted to Senior Director of  
2 Energy Strategy which added strategic planning and regulatory assistance to my  
3 aforementioned responsibilities.

4 **Q. Have you previously testified before the New Hampshire Public Utilities**  
5 **Commission (“Commission”)?**

6 A. Yes. I most recently testified before the Commission in Docket No. DE 22-024, Granite  
7 State’s Default Service Filing, on December 20, 2022.

8 **Q. Have you testified before any other state regulatory agencies?**

9 A. Yes. I have testified before the Kansas Corporation Commission, the Oklahoma  
10 Corporation Commission, the Missouri Public Service Commission, and the Arkansas  
11 Public Service Commission.

12 **II. PURPOSE OF TESTIMONY**

13 **Q. What is the purpose of your testimony?**

14 A. The purpose of our testimony is to support the Company’s request for Commission  
15 approval of Liberty’s proposed Energy Service rates for the Large and Medium  
16 Commercial and Industrial Customer Group (“Large Customer Group”<sup>1</sup>) for the period  
17 February 1, 2023, through April 30, 2023 (“Block A”). Our testimony will describe the

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<sup>1</sup> The Large Customer Group is comprised of customers taking service under General Long-Hour Service Rate G-2 or General Service Time-Of-Use Rate G-1, EV-L (Large Commercial EV Charging) and EV-M (Medium Commercial EV Charging) of the Company’s Retail Delivery Tariff.

1 process used by Liberty to procure Energy Service for the Large Customer Group and the  
2 proposed Energy Service rates.

3 **Q. Please provide the list of attachments to this testimony.**

4 A. Attachment JDW/AJD-1: Energy Service RFP February 1, 2023, through April 30, 2023

5 **III. ENERGY SERVICE BIDDING PROCESS**

6 **Q. Why does Liberty need to procure Energy Service for the Large Customer Group**  
7 **for the 3-month period beginning February 1, 2023?**

8 A. Liberty's currently effective Energy Service supply contracts for the Large and Small  
9 Customer Groups expire on January 31, 2023. Liberty issued an RFP on November 1,  
10 2022, to secure a new six-month supply effective February 1, 2023, for both groups.  
11 Liberty was unable to secure a three-month supply for the Large Customer Group for the  
12 February 1, 2023, through April 31, 2023, period ("three-month period"). As approved in  
13 Order No. 26,752 (December 22, 2022), Liberty proposed to issue a second RFP to  
14 secure a supply for the unserved three-month period for the Large Customer Group.

15 **Q. Please describe the process Liberty used to procure a three-month supply for the**  
16 **Large Customer Group beginning February 1, 2023.**

17 A. Liberty conducted its procurement of Energy Service supply consistent with the  
18 principles of the electric restructuring statute, RSA 374-F, and previous Commission  
19 orders. The Company complied with the solicitation, bid evaluation, and procurement  
20 process outlined in the Settlement Agreement dated November 18, 2005, which was  
21 approved by the Commission in Order No. 24,577 (Jan. 13, 2006) in Docket No. DE 05-

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1 126, amended by Order No. 24,922 (Dec. 19, 2008) in Docket No. DE 08-011, amended  
2 by Order No. 25,601 (Nov. 27, 2013) in Docket No. DE 13-018, and further amended by  
3 Order No. 25,806 (Sept. 2, 2015) in Docket No. DE 15-010 (as amended through these  
4 subsequent orders, the “Settlement Agreement”). On December 23, 2022, Liberty issued  
5 a request for proposals (“RFP”) for certain power supply services and sought suppliers  
6 for Liberty’s Energy Service for only the Large Customer Group.

7 **Q. Was the Company’s solicitation for the three-month period beginning February 1,**  
8 **2023, consistent with the Commission-approved process for Energy Service?**

9 A. Yes, Liberty’s Energy Service RFP was conducted consistent with the Settlement  
10 Agreement.

11 **Q. Please describe the nature of the RFP that Liberty issued.**

12 A. On December 23, 2022, and consistent with past practice, Liberty issued an RFP to a  
13 number of potential suppliers soliciting a three-month supply of power for only the Large  
14 Customer Group effective February 1, 2023. Liberty also distributed the RFP to all  
15 members of the New England Power Pool (“NEPOOL”) Markets Committee and posted  
16 the RFP on Liberty’s energy supply website. As a result, the RFP had wide distribution  
17 throughout the New England energy supply marketplace. The RFP requested fixed  
18 pricing for each month of service on an as-delivered energy basis. Prices could vary by  
19 month; that is, the prices did not have to be uniform across the entire three-month service  
20 period. A copy of the RFP is provided as Attachment JDW/AJD-1.



1    **IV.    RESULTS OF ENERGY SERVICE BIDDING**

2    **Q.    Did Liberty receive acceptable responses to the RFP?**

3    A.    No. The Large Customer Group (February 1, 2023, to April 30, 2023) received no  
4        acceptable bids on January 4, 2023.

5    **Q.    Does Liberty have an alternate option to provide supply for the Large Customer**  
6        **Group during the period February 1, 2023, to April 30, 2023?**

7    A.    Yes, as discussed in the December 20, 2022, hearing, Liberty will serve the load from the  
8        ISO-NE spot market, bidding at least some portion of the load into the Day Ahead  
9        Market and taking on the responsibility for all ancillary and other services normally  
10       associated with serving load in New England. Any differences between the load bid into  
11       the Day Ahead market and actual load will be settled in the Real Time Balancing Market.  
12       The Company will reconcile its costs with the revenue received from the Large Customer  
13       Group customers. This reconciliation occurs as part of the annual Energy Service  
14       reconciliation to be filed in May 2023.

15   **Q.    What is the process for serving load in the ISO-NE Day Ahead Energy Market?**

16   A.    For next day load pricing, the forecasted load is submitted via ISO-NE “eMarket”  
17       software, which is used by all Market Participants to submit their expected load values to  
18       the ISO-NE Day Ahead Market by 10:30 a.m. By 1:00 p.m. that day, ISO-NE publishes  
19       the Day Ahead hourly prices that are associated with the submitted load. The submitted  
20       load is subject to Energy, Forward Capacity, Ancillary Service, and other ISO-NE  
21       charges such as the Mystic Cost of Service Agreement and documented in the ISO-NE  
22       Monthly bill.

1   **Q.    What is the process for variances in load from what was cleared in the Day Ahead**  
2       **Energy Market?**

3    A.    Any deviations in load from what was purchased in the Day Ahead market will be subject  
4       to balancing in the Real Time Energy Market which is cleared at five-minute intervals  
5       rather than hourly.

6   **Q.    What is the process for load forecasting?**

7    A.    The load submitted to ISO-NE will be modeled by a load forecasting application. The  
8       forecast model is built using five-year historical Energy Service Large Customer Group  
9       load and accounting for the near-term weather forecast specific to the New Hampshire  
10      Load zone.

11   **Q.    How will the Company manage the spot market-based procurements process?**

12   A.    The process would begin on February 1, 2023. Each day during the Service Period, the  
13      Company will purchase energy in the ISO-NE spot market. The price will vary day by  
14      day. Specifically, the Company will use the following two steps each day to notify ISO-  
15      NE of its expected next day load for each hour: (1) the load forecast is obtained from the  
16      Company's load forecast application that uses historical load and local weather in its  
17      algorithm to produce the next day load forecast; and (2) the next day load forecast is then  
18      submitted to ISO-NE's eMarket.

1   **Q.    What are the types of costs the Company will incur in executing its spot market-**  
2       **based procurement plan?**

3    A.    The market costs of managing the load through market-based procurements will be the  
4       daily submitted load times zonal price assigned to the load. Additional charges for the  
5       load will be identified in the ISO-NE monthly bill, which will be based on Energy (actual  
6       vs submitted load), Forward Capacity, Ancillary Service, and other ISO-NE Charges such  
7       as the Mystic Cost of Service Agreement.

8   **Q.    What risks are there to customers using spot market-based procurement?**

9    A.    Spot market-based procurement in the manner described above is essentially exposing the  
10       customers to the spot market. Therefore, the prices the customers will ultimately pay  
11       following a reconciliation for actual costs will be a function of where the price for energy  
12       ultimately settles in the ISO market. The Company is not proposing to make any forward  
13       energy buys or sells to mitigate price or load volatility but instead will be a price taker of  
14       the aforementioned products at the ISO-NE market.

15   **V.    ENERGY SERVICE COMMODITY COSTS**

16   **Q.    What are the power supply costs Liberty is proposing to use to develop the proposed**  
17       **retail rates?**

18    A.    Liberty is proposing to use as a proxy cost for the LCG three-month period the approved  
19       costs for the Small Customer Group (approved in Order No. 26,752) for the same period,  
20       i.e., only February 1 through April 2023. Liberty believes that this cost best reflects the  
21       market costs for this time period. The load-weighted average of the power supply costs  
22       for the Large Customer Group for only the three-month period of February 1, 2023,

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1 through April 30, 2023, is 28.227¢ per kWh as compared to the load-weighted average of  
2 31.928¢ per kWh for the three-month period November 1, 2022, through January 31,  
3 2023. Liberty selected this comparison to compare prices between the two most recent  
4 three-month periods that included winter months. The calculation of the proposed retail  
5 rates is found in Attachment ELM/JMK-1 in the Direct Testimony of Erica L. Menard  
6 and James M. King filed on January 6, 2023, in this docket.

7 **Q. How will Liberty reconcile any difference in costs associated with Energy Service?**

8 A. To the extent that the actual cost of procuring Energy Service varies from the amounts  
9 billed to customers for the service, Liberty will reconcile the difference through the  
10 reconciliation mechanism pursuant to Liberty's Energy Service Adjustment Factor  
11 contained in its currently effective Retail Delivery Tariff.

12 **VI. CONCLUSION**

13 **Q. What approval is the Company seeking from the Commission at this time?**

14 A. The Company is seeking Commission approval of the pricing forecast methodology, and  
15 the proposed prices for the Large Customer Group Block A.

16 **Q. Does this conclude your testimony?**

17 A. Yes, it does.

# **Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty**

## **Request for Power Supply Proposals to Provide Default Service**

For the Period:

February 1, 2023 through April 30, 2023

**December 23, 2022**



## **REQUEST FOR POWER SUPPLY PROPOSALS**

### **1. Overview**

#### **1.1 Background**

Legislation and restructuring settlement agreements in New Hampshire<sup>1</sup> provide for competition in the electric utility industry by extending competition in the wholesale power supply markets to retail customers through the provision of retail access to all customers.

In New Hampshire, the Restructuring Settlement provides access to the competitive retail electricity market for all retail electric customers of Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty Utilities (“Liberty”) as of July 1, 1998 pursuant to the provisions of the New Hampshire Act. The Restructuring Settlement and the New Hampshire Act require Liberty to provide generation service (“Energy Service”) to those customers that are not receiving generation service from a competitive supplier<sup>2</sup>.

#### **1.2 Default Service<sup>3</sup>**

The Default Service Settlement Agreement in New Hampshire and the New Hampshire Act require Liberty to provide Energy Service to those customers that are not receiving generation service from a competitive energy supplier. In compliance with the Default Service Settlement Agreement, Liberty will procure Default Service by customer group (Large Customer Group). For this solicitation, Liberty is only procuring supply for the Large Customer Group, Liberty will procure 100% of their Default Service supply for only the 3-month period February 1 through April 30, 2023.

Liberty is hereby seeking proposals from qualified power suppliers to supply firm, load-following power to meet its Default Service requirements.

Liberty intends to use existing Master Power Agreements (and any Amendments) that are currently in place with suppliers.

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<sup>1</sup> Granite State Electric Company’s Second Amended Restructuring Settlement Agreement (“Restructuring Settlement”) and RSA 374-F (“New Hampshire Act”).

<sup>2</sup> The New Hampshire Act specifies that Transition Service ends at midnight on April 30, 2006. All Transition Service customers who did not choose a competitive supplier by April 30, 2006 began receiving Energy Service on May 1, 2006. A settlement agreement approved by the New Hampshire Public Utilities Commission (“NHPUC”) on July 13, 2006 in Order No. 24,577 provides for the procurement of Default Service commencing May 1, 2006 (“Default Service Settlement Agreement”).

<sup>3</sup>For clarity, when referring to Default Service, Liberty is describing the wholesale service to be procured in this solicitation. When referring to Energy Service, Liberty is describing the retail service it provides to its customers.

Liberty, at its sole discretion, reserves the right to issue additional instructions or requests for additional information, to extend the due date, to modify any provision in this Request for Power Supply Proposals (“RFP”) or any appendix thereto and to withdraw this RFP.

### 1.3 Customer Group

For the purposes of this solicitation, the customer groups are defined as:

Customer Group	Rate Class
Large Customer Group	G-1 and G-2

## 2. Description of Services

### 2.1 Description

Appendix A contains an overview of the services covered by this RFP. The Appendix provides:

- A brief description of Energy Service; and
- The eligibility requirements for a customer to obtain or leave Energy Service.

### 2.2 Expected Loads

Liberty is unable to predict the potential load requirements of any customer group. Liberty’s customers are free to leave Energy Service at any time to take service from competitive suppliers. The ability of customers to enroll or return to Energy Service is described in Appendix A.

To assist Respondents in determining the potential load requirements, Liberty is able to provide the following information on the Liberty’s Power Procurement website:

For Default Service:

- Aggregated historical hourly load information for Default Service (since May 1, 2006);
- Class average load shapes at the retail meter point;
- Historical customer counts: the number of active accounts in each rate class as of the last billing day in each month;
- Historical customer counts for customers taking service from a competitive supplier, as of the last billing day in each month, by rate class; and
- ICAP tags as of the last day of the month for each load asset.

Please use the following link to access the site:

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<https://new-hampshire.libertyutilities.com/londonderry/commercial/procurements.html>

This link replaces the previous link used in Liberty’s RFPs. Click on “Data” at the upper right of the screen to access Load Data, Customer Count Data, Class Average Load Shapes and ICAP Tags. This site is open to anyone with the above link. No user id or password is required to access the data on the site.

There has been significant activity regarding municipal aggregation in the Liberty Service territory. The aggregation programs are designed to move customers from Energy Service to competitive supply and are administered independently. The New Hampshire Public Utilities Commission (“PUC”) approved Community Power Aggregation rules PUC 2200: Municipal and County Aggregation Rules: RSA 53-E:7, X on July 28, 2022.

At this time, six (6) aggregation program plans have been submitted by municipalities within Liberty’s service territory to the PUC for approval, with some having been approved. Additional plans may be approved before and during the Service Periods referenced in this RFP. Suppliers should refer to the PUC website for more information and updates on the status of aggregation plans in the State. To look up which municipalities have filed aggregation plans for PUC approval, suppliers can search the PUC’s virtual file room, which can be found here:

<https://www.puc.nh.gov/Regulatory/VirtualFileRoom.html>.

The petitioner will be the town name and the name of the docket will be “Request for Approval of XYZ’s Community Power Electric Aggregation Plan”.

## 2.3 Load Blocks

Liberty’s total Default Service requirements covered by this RFP is described below:

Load Block	Customer Group	SMD Load Zone	Load Share	Type of Service	Period
A	Large	NH	100%	Default Service	02/01/2023 – 04/30/2023

Respondents may not limit the amount of service that may be purchased for a given load block. Proposals that contain limits on the amount of service provided will be rejected<sup>4</sup>.

The amount of load to be supplied by the winning Supplier will be determined in accordance with the procedure contained in Article 6 of the Master Power Agreement, a copy of which is provided in Appendix B.

## 2.4 Retail Customer Rates

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<sup>4</sup> For example, a Respondent offering to supply Block A load must agree to supply 100% of the needs of that load block during every month of the Period (for example, 100% of the total load of the Industrial customer group in the Large NH Load Zone). The Respondent may not offer to serve Block A subject to a maximum or minimum level of demand in any hour.



During the term of service covered by this RFP, Liberty intends, in accordance with the Default Service Settlement Agreement, to establish retail rates for generation service for Energy Service customers (“Energy Service Rates”). The Energy Service Rates will reflect Liberty’s purchase costs for such service due to commitments made as a result of this RFP. The Default Service Settlement Agreement also requires Liberty to include in its Energy Service Rates a surcharge to account for the administrative costs associated with Energy Service. The Energy Service Rates must be approved by the NHPUC.

## 2.5 Effectiveness of Contracts

Any agreement(s) entered into for the delivery of Default Service pursuant to this solicitation will be subject to the approval by the NHPUC of the retail rates prior to the agreement(s) becoming effective. Section 1 of the New Hampshire Master Power Agreement Form of Confirmation addresses the possibility that the NHPUC may not approve the retail rates.

## 3. General Provisions

### 3.1 Terms and Conditions

The winning Supplier will be selected to provide Default Service to the customer group/load block during the term covered by this RFP. Default Service will be provided by such Supplier to Liberty in accordance with the terms and conditions of the Master Power Agreement. A copy of the Master Power Agreement for New Hampshire is provided in Appendix B.

All Respondents must have an updated executed Master Power Agreement prior to the final bid date.

The winning Supplier will be required to execute a confirmation within two (2) business days of being notified that it has been selected as the winning Supplier.

Under Article 7 of the Master Power Agreement, failure of the winning Supplier to deliver Requirements would constitute an event of default under the Master Power Agreement, allowing Liberty to terminate and recover liquidated damages from the Supplier.

### 3.2 Proposal Process and Submission Dates

The following table outlines the key dates associated with this procurement process.

Process Step	Date
Issue Request for Proposal	December 23, 2022
Submit Final Pricing	January 4, 2023– 10am ET

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Execute Agreements and Submit solicitation process summary, Agreements and retail rates to NHPUC	No later than two business days after receipt of all executed agreements.
NHPUC Reviews and Approves Energy Service Rates	No later than five business days after filing of Energy Service Rates
Service Begins	February 1, 2023

One (1) copy of a Respondent's Proposal Information must be submitted by e-mail or mailed to the following address:

Liberty Utilities (Granite State Electric) Corp.  
c/o Liberty Utilities Service Corp.  
15 Buttrick Rd  
Londonderry, NH 03053  
603-216-3564 (phone)  
Attn: John Warshaw  
[john.warshaw@libertyutilities.com](mailto:john.warshaw@libertyutilities.com)

Liberty will not evaluate any final pricing if the Respondent does not have an executed Master Power Agreement with Liberty.

Respondents to provide final pricing information by 10:00 a.m. ET on Wednesday, January 4, 2023, at the above address. Liberty requests final pricing be valid until **1:00 p.m.** that same day. Liberty intends to evaluate the final pricing and select a Supplier that day by that time. Final pricing shall be binding until execution of a confirmation. Respondents should specify the manner in which they will accept a binding acceptance of their offer by Liberty prior to receipt of an executed agreement (letter of intent or e-mail) or they will be deemed to be bound by Liberty's acceptance communicated in any of the preceding manners.

Within 2 business days of receipt of all executed agreements, Liberty will file with the NHPUC a confidential summary of the solicitation process, the executed agreement(s) and proposed Energy Service Rates.

Consistent with the Default Service Settlement Agreement, the NHPUC will have five business days to either approve the proposed Energy Service Rates or reject them. If the NHPUC denies Liberty's request for approval of the retail rates, the agreement(s) will be void and the parties will have no further obligation under the agreements(s).

At any time, Liberty, at its sole discretion, reserves the right to issue additional instructions or requests for additional information, to extend the due date, to modify any provision in this RFP or any appendix thereto and to withdraw this RFP.

### 3.3 Contact Person/Questions

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All questions regarding this Request for Proposal should be directed to Mr. Warshaw at the address provided in Section 3.2 above.

### 3.4 Right to Select Supplier

Liberty shall have the exclusive right to select or reject any and/or all of the proposals submitted at any time, for any reason.

## 4. Service Features

### 4.1 Commencement Date of Supply

Service from the winning Supplier to Liberty shall begin as of HE 0100 ET on the date specified in the table found in Section 2.3 – Load Blocks.

Service from Liberty to individual customers, who are taking Energy Service in each customer group as of the Commencement Date, if any, will continue with the winning Supplier providing such service to Liberty as of the Commencement Date.

Service from Liberty to individual customers taking Energy Service as of the Commencement Date shall begin on the customer's meter reading date following notification/determination that a customer will be commencing Energy Service.

Liberty's procedures provide for customers to be switched from one service option to another (e.g., from Energy Service to a competitive supplier, from one competitive supplier to another competitive supplier, from a competitive supplier to Energy Service) on their normal cycle meter reading dates. However, there may be circumstances (e.g., default of a competitive supplier) that might require a customer to be switched to Energy Service "off-cycle". In such case, the customer will be switched to Energy Service on a date designated by Liberty.

### 4.2 Termination Date of Supply

Service from the winning Supplier to Liberty shall terminate at HE 2400 ET on the dates specified in the table found in Section 2.3 – Load Blocks.

Individual customers taking Energy Service from Liberty may terminate the service at any time. Terminations may include, but not be limited to: (i) a customer's taking competitive service from a competitive supplier; (ii) disconnection of service by Liberty in accordance with regulations and procedures approved by the NHPUC; or (iii) closing of a customer's account. Liberty's procedures provide for customers electing to terminate such service to be switched to their successor service on their normal cycle meter reading date following the date that Liberty receives notification of such switch. However, there may be circumstances which might require a customer to be terminated "off-cycle". In

such a case, the customer will be terminated from Energy Service on a date to be determined by Liberty.

#### 4.3 Delivery Point

The Supplier of Default Service will be responsible for delivering power to the nodes/zones representing the actual locations of the Default Service loads. The Supplier of the service will be responsible for any PTF losses allocated by the ISO related to the service. The locations of the Default Service load asset is as follows:

<b>SMD Load Zone</b>	<b>Load Asset</b>	<b>Load Asset Name</b>	<b>Load Block</b>
NH	11437	GRANITE LARGE CG DS SVC LOAD	A

#### 4.4 Form of Service

The Supplier of the Load Block shall be responsible for meeting the specified service requirements for all of Liberty's customers in a specific Load Block. These service requirements include the generation and/or market procurement and delivery to the delivery point(s) of the portion of the electric capacity, energy and ancillary services required to meet the needs of Liberty's ultimate customers taking such service. Liberty will implement the transfer of these responsibilities to the Supplier by updating the asset registration for each of the above Load Assets. Liberty will assign to the Supplier the applicable Ownership Share for each Load Asset. Once a Supplier's obligation terminates, Liberty will terminate the Supplier's Ownership Share of a Load Asset.

The Supplier shall be responsible for all obligations, requirements, and costs associated with the Supplier having the Load Asset Ownership Share which shall include but not be limited to the day-ahead load obligations and real-time load obligations at the nodes/zones of each Load Asset. A more complete description of a Supplier's responsibilities can be found in the Master Power Agreement in Appendix B of this RFP.

The Supplier shall be responsible for all decisions and data submissions associated with any bids into the market system to manage these obligations. The Supplier shall be responsible for all components of any Locational Marginal Prices the Supplier must pay in delivery of the services. These components include, but are not limited to, the day-ahead and real-time energy, marginal losses, and congestion charges. As the supplier of such services, the Supplier will be responsible for all present or future requirements and associated costs (to the extent such charges are not imposed on Liberty as a transmission charge by NEPOOL or the ISO) associated with the services and any other requirements, market products, expenses or charges imposed by NEPOOL or the ISO, as they may be in effect from time to time.

The Supplier will also be responsible for all transmission and distribution losses associated with delivery of the electricity from the delivery point to the Energy Service

customer's meter. A description of the estimation process for determining supplier hourly load can be found in Appendix A of the Master Power Agreement, found in Appendix B of this RFP.

Liberty will make arrangements with the ISO for transmission service over the PTF and non-PTF, from and after the Delivery Point to the Customers' meters. Liberty will be billed by the ISO and the applicable Participating Transmission Owner(s) for these services. Liberty will pay these bills and collect the costs, along with Liberty's distribution costs, from its retail customers through its retail delivery service tariffs. Any other transmission or distribution costs will be the Supplier's responsibility.

## 5. Proposal Requirements

### 5.1 Format of Proposal

The information required by Liberty to evaluate each proposal is identified in Appendix C. Respondents may simply complete the forms provided in Appendix C in any legible fashion and return them to Mr. Warshaw as provided in Section 3.2. In addition, proposals should contain explanatory, descriptive and/or supporting materials as necessary.

### 5.2 Proposed Pricing

Respondents must specify the price at which they will provide Default Service for each Load Block on which they are bidding to serve. Purchases will be made on an "as-delivered" energy basis with prices stated on a fixed dollar per MWh (\$/MWh) basis. Such prices may vary by calendar month and by customer group but must be uniform for the entire calendar month and cover the entire term of this Request for Proposals.

Prices which contain demand components, minimum purchase requirements or which vary by time-of-use within a calendar month will be rejected. Prices which exclude one or more market costs (e.g., capacity, uplift costs, etc.) will be rejected.

Liberty intends to pay a Supplier based on the billing determinants as defined in the Master Power Agreement. These billing determinants are the loads as reported to and settled by the ISO, which include transmission and distribution losses, and exclude any PTF losses allocated to the Supplier by the ISO during the settlement.

Liberty is seeking the following pricing:

- **All-Inclusive Bids:** For Load Block A, a price which includes all costs. Should Liberty select this option, (1) Suppliers would be responsible for all costs including capacity market charges, and (2) Suppliers would not be responsible for supplying the RPS component.

5.3 Terms and Conditions

Service will be provided pursuant to the terms of the Master Power Agreement provided in Appendix B of this RFP.

5.4 New England Market Participation

Each Respondent must indicate whether it has an executed and accepted Market Participant Service Agreement with ISO New England or if it plans to execute an agreement and, if so, at what step it is in the application process and the time frame for completing the process. Respondents must also provide evidence of agreements with a Market Participant if Respondent will have another Market Participant be responsible for its market settlement obligations.

5.5 Competitive Supplier Registration

The service provided by the Supplier of Default Service to Liberty is a wholesale transaction between the Supplier and Liberty; therefore, the Supplier does not have to be licensed or a registered supplier with any state regulatory commission.

5.6 Regulatory Approvals

The Supplier of the services covered by this Request for Proposal must obtain and maintain all necessary regulatory approvals required to enable it to provide the applicable service; such approvals must be obtained prior to February 1, 2023.

**6. Retail Customer Relationships**

6.1 Customer Billing

All customers taking Energy Service covered by this RFP will be retail customers of Liberty. As the retail provider of such service, Liberty will bill customers for the Energy Service provided.

6.2 Notification of Enrollments and Terminations

Liberty may provide electronic notification to the Supplier of Default Service customer enrollments and terminations within a customer group. Enrollment information will include account number, rate class and commencement date of service. Termination information will include account number, rate class and termination date of service. Such notifications shall only be provided when a Supplier establishes an Electronic Data Interchange (EDI) account with Liberty.

6.3 Customer Service

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Liberty, as the retail provider of Energy Service, will provide customer service to all customers receiving Energy Service.

## **7. Selection Process**

The principal criteria to be used in evaluating proposals will include:

- Lowest evaluated bid price by Load Block;
- Respondent's ability to meet the credit requirements established in the Master Power Agreement provided in Appendix B;
- Firmness of delivery;
- The supplier's past experience in providing similar services to Liberty;
- The supplier's past experience in providing similar services to other companies in New England;
- The supplier's past experience in providing similar services to other companies in other regions;
- The supplier's demonstrated understanding of its obligations under the Master Power Agreement; and
- Whether there have been any past or are any present events that are known that may adversely affect the supplier's ability to provide the requirements to Liberty's Energy Service customers.

Liberty will evaluate the NH-RPS Compliance bids only for the Load Block winning Respondents. Liberty will accept the NH-RPS Compliance bid if it is at or less than the available market prices.

## **8. Credit Requirements**

In order to protect Liberty's Energy Service customers from the risk of Supplier default, a winning Supplier must be able to demonstrate it has the financial resources to perform during the term of the agreement. As reflected in the attached Master Power Agreement (Appendix B to this RFP), Liberty will require Supplier(s) to provide some form of security when entering into a Confirmation. The security arrangement will be based on the expected volume of load for the bid block and a mark-to-market margining clause. As forward market prices change, the Supplier will be required to post security for those incremental changes. Additionally, Suppliers that are rated at or below BBB-/Baa3 will be required to post an Independent Amount equal to 10% of the notional value of each Load Block awarded. The Supplier shall provide security in one of the following forms:

- Unsecured line of credit for a rated counterparty;
- Parental Guaranty;
- Letter of Credit; and
- Cash deposit with Liberty.



Respondents that are rated by a major credit rating agency must provide the ratings assigned by such agencies. Respondents that are not rated by a major credit rating agency must provide the following information to enable Liberty to evaluate a Respondent's financial strength:

- Respondent's organizational history;
- Date of establishment;
- Initial (if founded within the last ten years) and current capitalization;
- Certified financial statements, including balance sheets and statements of income and cash flow with respect to the two previous fiscal years and the most recent interim period;
- Forms 10-K and 10-Q, submitted to the United States Securities and Exchange Commission for the two previous fiscal years, if applicable;
- Short-term and long-term debt ratings from Moody's Investor Service or Standard & Poor's Corporation; and
- Corporate affiliates or joint venture partners including any details regarding financial limitations between partners or affiliates.

If a Respondent has provided this information to Liberty or an affiliate in a response to a previous RFP, then the Respondent needs only to identify the date and to whom the information was submitted and update the previously provided information.

## **9. General Requirements**

Liberty may withdraw and terminate this RFP at any time without any liability. Liberty reserves the right to accept or reject, in whole or in part, any and all proposals. Liberty will not be responsible to any Respondent, or any other party, for failure to execute a Master Power Agreement or Confirmation.

Liberty shall reject proposals submitted in response to this RFP that are incomplete, or do not conform to the requirements of the RFP or are submitted beyond the deadline for submission. All proposals submitted by Respondents in response to the RFP will become the exclusive property of Liberty.

If any information provided by the Respondent changes or fails to remain valid, it is the sole responsibility of the Respondent to notify Liberty of such change. Failing to do so may result in disqualification of the Respondent and its proposal for the solicitation.

Respondents shall, at their own cost and expense, defend, indemnify and hold harmless Liberty, its parent, subsidiaries and affiliates and their officers, directors, trustees, employees, shareholders, executors, administrators, successors and assigns against any and all manner of past, present, or future claims, demands, disputes, controversies, complaints, suits, actions proceeding or allegations of any kind which in any manner relate to arise out of, or result from any false statements or misrepresentations, intentional



or unintentional, in its proposal, or breach of any covenant by the Respondent set forth herein.

Liberty agrees that it will treat the information it receives from Respondents in a confidential manner and will not, except as required by law or regulatory authority, disclose such information to any third party or use such information for any purpose other than in connection with this RFP.

**APPENDIX A**  
**DESCRIPTION OF SERVICES**

<b>Liberty Utilities (Granite State Electric) Corp.</b>	
<b>Default (Energy) Service</b>	
Description	Service provided to retail customers who are not taking service from a competitive energy supplier.
Eligibility Requirements	<p>Service to customers is initiated by:</p> <ul style="list-style-type: none"> <li>a) A customer notifying Liberty that it wishes to terminate service from its competitive energy supplier and commence Energy Service.</li> <li>b) A competitive energy supplier notifying Liberty that it is terminating service to a customer.</li> <li>c) A competitive energy supplier ceasing to provide service to a customer without notifying Liberty.</li> <li>d) A customer moving into Liberty's service territory and does not affirmatively choose a competitive energy supplier.</li> </ul>
Aggregate Number of Customers Taking Service and Historical Load Profiles	<p>Note: Historic customer count data and historical hourly load profiles are available at Liberty's procurement website under:</p> <p><a href="https://new-hampshire.libertyutilities.com/londonderry/commercial/procurements.html">https://new-hampshire.libertyutilities.com/londonderry/commercial/procurements.html</a></p>

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**APPENDIX B**

**NEW HAMPSHIRE MASTER POWER AGREEMENT**

## **APPENDIX C**

### **REQUIRED PROPOSAL INFORMATION**

**RESPONDENT:** \_\_\_\_\_

**1. General Information**

Name of Respondent	
Principal contact person < Name < Title < Company < Mailing address < Telephone number (office) < Telephone number (cell) < Fax number < E-mail address	
Secondary contact person (if any) < Name < Title < Company < Mailing address < Telephone number (office) < Telephone number (cell) < Fax number < E-mail address	
Legal form of business organization of Respondent (e.g., sole proprietorship, partnership, limited partnership, joint venture, or corporation)	
State(s) of incorporation, residency and organization Indicate whether Respondent is in good standing in all states in which Respondent is authorized to do business and, if not, which states and the reason it is not.	
If Respondent is a partnership, the names of all general and limited partners.  If Respondent is a limited liability company, the names of all direct owners.	
Description of Respondent and all affiliated entities and joint ventures transacting business in the energy sector	

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**RESPONDENT:** \_\_\_\_\_

## 2. Financial Information

Current debt rating for Respondent (include ratings and names of rating agencies).	
Date of Respondent's last fiscal year ended.	
Total revenue for Respondent for the most recent fiscal year.	
Total net income for Respondent for the most recent fiscal year.	
Total assets for Respondent as of the close of the previous fiscal year.	
Copy of the Respondent's most recent balance sheet, income statement and cash flow statement.	
Copy of the Respondent's most recent audited balance sheet, income statement and cash flow statement.	

## 3. Defaults and Adverse Situations

<p>Describe, in detail, any situation in which Respondent (either individually or as part of a consortium, joint venture or other group), or an affiliate of Respondent, defaulted or was deemed to be in noncompliance of its contractual obligations to transact business in the energy sector within the past five years including, without limitation, to purchase or deliver energy, capacity or other market products at retail or wholesale, or for the purchase or sale of electricity or natural gas, and including any financing agreements or financing provisions of any agreement.</p> <p>Explain the situation, its outcome and all other relevant facts associated with the event.</p> <p>If there was litigation, provide the case caption, index number and court.</p> <p>Identify the name, title and telephone number of the principal manager of the customer/client who asserted the event of default or noncompliance.</p>	
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**RESPONDENT:** \_\_\_\_\_

Has Respondent, or any affiliate of Respondent, in the last five years, (a) consented to the appointment of, or was taken in possession by, a receiver, trustee, custodian or liquidator of a substantial part of its assets, (b) filed a bankruptcy petition in any bankruptcy court proceeding, (c) answered, consented or sought relief under any bankruptcy or similar law or failed to obtain a dismissal of an involuntary petition, (d) admitted in writing of its inability to pay its debts when due, (e) made a general assignment for the benefit of creditors, (f) was the subject of an involuntary proceeding seeking to adjudicate that Party bankrupt or insolvent, (g) sought reorganization, arrangement, adjustment, or composition of it or its debt under any law relating to bankruptcy, insolvency or reorganization or relief of debtors.	
Describe any facts presently known to Respondent that might adversely affect its ability to provide the service(s) bid herein as provided for in the RFP	

**4. NEPOOL AND POWER SUPPLY EXPERIENCE**

Is Respondent a member of NEPOOL?	
Does Respondent have an executed and accepted Market Participant Service Agreement with ISO New England?	
Name of Market Participant if Respondent will have another Market Participant be responsible for its market settlement obligations.	
Describe Respondent's experience and record of performance in the areas of power marketing, brokering, sales, and/or contracting, for the last five years within NEPOOL and/or the New England region.	
Provide three references (name, title and contact information) who have contracted with the Respondent for similar load following services within the last 2 years.	

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**RESPONDENT:** \_\_\_\_\_

**5. CONFLICTS OF INTEREST**

Briefly describe any known conflicts of interest between Respondent or an affiliate of Respondent and Liberty, Liberty or any affiliates of the foregoing.	
Enumerate any litigation, claims or complaints asserted by Respondent or an affiliate of Respondent, against Liberty, Liberty or an affiliate of any of the foregoing.	
Enumerate any litigation, claims or complaints asserted against Respondent or an affiliate of Respondent by Liberty, Liberty or an affiliate of any of the foregoing.	

**6. SCOPE OF BID AND TERMS OF SALE**

Will Respondent execute a contract substantially similar to the Master Power Agreement contained in Appendix B?  Explain any proposed modifications.	
List all regulatory approvals required before service can commence.	

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**RESPONDENT:** \_\_\_\_\_

**7. Proposed Pricing**

**(Respondent required to use bidding spreadsheet included on procurement website)**

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**STATE OF NEW HAMPSHIRE  
BEFORE THE  
PUBLIC UTILITIES COMMISSION**

Docket No. DE 22-024

Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty  
Energy Service for the Period February 1, 2023 – April 30, 2023, for the Large Customer Group

**DIRECT TESTIMONY**

**OF**

**ERICA L. MENARD**

**AND**

**JAMES M. KING**

January 6, 2023



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**I. INTRODUCTION AND QUALIFICATIONS**

**Q. Ms. Menard, please state your full name and business address.**

A. My name is Erica L. Menard. My business address is 15 Buttrick Road, Londonderry, New Hampshire.

**Q. Please state by whom you are employed.**

A. I am employed by Liberty Utilities Service Corp. (“LUSC”) as the Senior Director of Rates and Regulatory Affairs. LUSC provides local utility management, shared services, and support to Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty (“Liberty” or “the Company”) and the other regulated water, wastewater, natural gas, and electric utilities commonly owned and operated by Liberty Utilities as affiliates of the Company. In my position I am responsible for providing rate-related services to the Company.

**Q. Please describe your professional and educational background.**

A. I joined LUSC in March 2022. Prior to joining LUSC, I held various positions at Eversource Energy from 2003 to 2022 with my last position being the Manager of Revenue Requirements for New Hampshire responsible for the rate and regulatory filings presented to the New Hampshire Commission. I also held various positions at Eversource responsible for financial planning and analysis of operational and capital expenditures, business planning functions, sales forecasting, and performance management. Prior to my employment at Eversource, I was employed by ICF Consulting in Fairfax, Virginia, from 1997 to 2003 with responsibilities for implementing load profiling and load settlement software for various utilities worldwide. I hold a Bachelor

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1 of Arts in Economics and Business Administration from the University of Maine and a  
2 Master of Business Administration from the University of New Hampshire.

3 **Q. Have you previously testified before the New Hampshire Public Utilities**  
4 **Commission (“Commission”)?**

5 A. Yes, I have testified on numerous occasions before the Commission.

6 **Q. Mr. King, please state your full name and business address.**

7 A. My name is James M. King. My business address is 15 Buttrick Road, Londonderry,  
8 New Hampshire.

9 **Q. Please state by whom you are employed.**

10 A. I am employed by Liberty Utilities Service Corp. (“LUSC”) as an Analyst II, Rates and  
11 Regulatory Affairs. LUSC provides local utility management, shared services, and  
12 support to Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty (“Liberty” or “the  
13 Company”) and the other regulated water, wastewater, natural gas, and electric utilities  
14 commonly owned and operated by Liberty Utilities as affiliates of the Company. In my  
15 position I am responsible for providing rate-related services to the Company.

16 **Q. Please describe your professional and educational background.**

17 A. I joined Liberty in September 2022. Prior to joining Liberty, I was employed by the  
18 Massachusetts Department of Public Utilities from 2014 through 2022. I held positions  
19 as an Economist III and Economist II in the Rates and Revenue Requirements Division  
20 responsible for review and analysis of base distribution rate cases, as well as other rate  
21 reconciliation mechanisms presented to the Department from Massachusetts’ gas,

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1 electric, and water companies. I graduated from Franklin and Marshall College with a  
2 Bachelor of Social Science in Government and Economics.

3 **Q. Have you previously testified in regulatory proceedings before the Commission?**

4 A. No, I have not testified before this Commission.

5 **II. OVERVIEW**

6 **Q. What is the purpose of your testimony?**

7 A. The purpose of our testimony is to describe the proposed rates and seek the necessary  
8 approvals to set a monthly Energy Service (“ES”) rate for the Large Customer Group  
9 applicable for the period February 1, 2023, through April 30, 2023, for Liberty’s  
10 customers who take service under the ES rate.

11 **Q. Why is the Company only proposing a monthly rate for the Large Customer Group  
12 for the period February 1, 2023, to April 30, 2023, for approval at this time?**

13 A. As discussed in Mr. Warshaw’s testimony, the Company did not receive an acceptable  
14 bid for the first or second solicitations and therefore will be self-supplying default service  
15 load for the Large Customer Group for the February 1, 2023, to April 30, 2023, period.  
16 The rates proposed are Liberty’s forecasted monthly rates for this time period.

17 **Q. What rates do you propose for the Large Customer Group?**

18 A. The proposed rates are shown in Tables 1 through 3 below:

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Table 1  
G-1 and G-2 Rates Effective February 1, 2023

<u>February</u>	<u>March</u>	<u>April</u>
\$0.44241	\$ 0.23419	\$0.17952

As discussed in Mr. Warshaw's testimony, February, March, and April 2023 G-1 and G-2 rates are the result of Liberty's forecast of the cost of self-supplying default energy service from the ISO-NE market. EV-L and EV-M TOU rates are set using the approved cost allocation method as approved in Docket No. DE 20-170, Order No. 26,604 (April 7, 2022), for the six-month procurement period.

Table 2  
EV-L Commercial EV TOU Charging Rate

<u>Period</u>	<u>Critical Peak</u>	<u>Mid Peak</u>	<u>Off Peak</u>
Winter (Feb 2023-Apr 2023)	\$ 0.22597	\$ 0.18224	\$ 0.17569
Summer (May 2023- Jul 2023)	\$ 0.75104	\$ 0.18748	\$ 0.14634

Table 3  
EV-M Commercial EV TOU Charging Rate

<u>Period</u>	<u>Critical Peak</u>	<u>Mid Peak</u>	<u>Off Peak</u>
Winter (Feb 2023-Apr 2023)	\$ 0.22585	\$ 0.18194	\$ 0.17586
Summer (May 2023- Jul 2023)	\$ 0.74783	\$ 0.18414	\$ 0.14499

**Q. Have you provided workpapers that show your calculations?**

A. Yes, please see Attachment ELM/JMK-1 for the support for the non-time-of use rate calculations. Attachment ELM/JMK-2 contains the support for the EV-L (page 1) and



1 EV-M (page 2) time-of-use rates. The company can provide the live Excel models  
2 supporting the time-of-use rate models separately.

3 Attachment ELM/JMK-1 provides the calculation of the February 1, 2023, through April  
4 30, 2023, monthly ES rates for the Large Customer class including the (i) the forecasted  
5 cost of Energy Service; (ii) the forecasted cost of RPS compliance; and (iii) prior period  
6 reconciliations for ES and RPS, including the cost of administrative and general expense,  
7 bad debt expense, and cash working capital expense associated with the ES offering. The  
8 monthly rates for the three-month period are calculated on Line 17.

9 **Q. Please explain how the Time of Use rates are calculated.**

10 A. The EV-L and EV-M TOU rates are calculated using approved methodology in Docket  
11 No. DE 20-170. These calculations take the usage during each hour of the year to  
12 determine allocation of the resulting costs to serve customers during the procurement  
13 period. The allocation of those costs is broken down into three periods: critical peak, mid  
14 peak, and off peak.

15 **Q. Is Liberty proposing any changes to the annual reconciliation of costs to serve the**  
16 **Large Customer group?**

17 A. Yes. Currently, the Energy Service Reconciliation Adjustment Factor is the same for both  
18 the large and small customer groups. Liberty is proposing to modify the Energy Service  
19 Reconciliation Adjustment Factor to reconcile the actual cost of procuring Energy  
20 Service with the amounts billed to customers for the service separately by customer  
21 group. This would result in different Energy Service Reconciliation Adjustment Factors

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1 for the large and small customer groups. This change would take effect for the annual  
2 reconciliation filing for effect on August 1, 2023. There are alternative approaches to  
3 reconciling this time period that the Company considered, but ultimately determined to  
4 use an approach established in previous settlement agreements.

5 **Q. Has the Company provided updated tariff pages as part of this filing?**

6 A. Yes, updated tariff pages have been provided as Attachment ELM/JMK-3.

7 **Q. Does Liberty require Commission approval of this rate by a specific date?**

8 A. Yes, Liberty is seeking approval of the proposed February 1, 2023, through April 30,  
9 2023, monthly Large Customer Group ES rates by January 13, 2023.

10 **Q. Does this conclude your testimony?**

11 A. Yes, it does.

Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty  
Large Customer Group Rates G-1 and G-2  
Energy Service Rates Summary  
February 1, 2023 - April 30, 2023

1	<u>Section 1: Percentage of Medium and Large C&amp;I kWhs Attributable to Energy Service</u>			
2	September 2022 Medium and Large C&I Energy Service kWhs	8,077,000		
3	September 2022 Total Retail Medium and Large C&I kWhs	44,419,397		
4	Percentage of Medium and Large C&I Energy Service kWhs to Total Medium and Large C&I kWhs	18.18%		
5	<u>Section 2: Projected Medium and Large C&amp;I Default Service kWhs, February 1, 2023 - April 30, 2023</u>			
		<u>February</u>	<u>March</u>	<u>April</u>
		(a)	(b)	(c)
6	Projected Total Company Medium and Large kWhs	37,702,734	40,856,727	39,640,403
7	Percentage of Medium and Large C&I Energy Service kWhs to Total Medium and Large C&I kWhs	18.18%	18.18%	18.18%
8	Projected Medium and Large C&I Energy Service kWhs	6,855,676	7,429,182	7,208,012
9	<u>Section 3: Medium and Large C&amp;I Default Service Load Weighting for February 1, 2023 - April 30, 2023</u>			
10	Projected Medium and Large C&I Energy Service kWhs	6,855,676	7,429,182	7,208,012
11	Loss Factor			
12	Forecasted Wholesale Price (\$/MWh)			
13	Base Energy Service Rate (\$/kWh)	\$0.43114	\$0.22292	\$0.16825
14	Energy Service Reconciliation Adjustment Factor (\$/kWh)	\$0.00096	\$0.00096	\$0.00096
15	Energy Service Cost Reclassification Adjustment Factor (\$/kWh)	\$0.00250	\$0.00250	\$0.00250
16	<u>Renewable Portfolio Standard Adder (\$/kWh)</u>	<u>\$0.00781</u>	<u>\$0.00781</u>	<u>\$0.00781</u>
17	Total Estimated Medium and Large C&I Energy Service Price per kWh	\$0.44241	\$0.23419	\$0.17952
2	Per Monthly Energy Service Revenue Reports (Rates G-1 and G-2)			
3	Per Monthly Total Revenue Reports (Rates G-1 and G-2)			
4	Line (2) ÷ Line (3)			
6	Per Company forecast for medium and large C&I rates (Rates G-1 and G-2)			
7	Line (4)			
8	Line (6) x Line (7)			
10	Line (8)			
11	Projected Wholesale Load divided by Projected Retail Load, rounded to five decimal places			
12	Schedule JDW-2 Exhibit 5 (December 16, 2022 filing)			
13	Line (11) x Line (12) / 1000, truncated to five decimal places			
14	DE 22-024 (6/13/22) Attachment HMT/AMH-5 Page 1, Line 6 (Bates 125)			
15	DE 22-024 (6/13/22) Attachment HMT/AMH-6 Page 1, Line 5 (Bates 127)			
16	Schedule JDW-2 Exhibit 11 (June 13, 2022 filing)			
17	Line (13) + Line (14) + Line (15) + Line (16)			

Liberty Utilities (Granite State Electric) Corp. D/b/a Liberty  
Schedule TOU-EV-L Rate Development  
Effective February 1, 2023 Rates and Ratios  
Consistent with methodology approved in Docket No. DE 20-170, Exh. 24 Revised Attachment A

		Summer (May 1, 2023 - Oct 31, 2023)				Winter (Feb 1, 2023 - Apr 30, 2023)			
		Volumetric Rates	Ratio to Mid-Peak	Ratio to Peak	Ratio to Off-Peak	Volumetric Rates	Ratio to Mid-Peak	Ratio to Peak	Ratio to Off-Peak
1									
2									
3	Energy Service Charge:								
4	Off Peak kWh (8pm - 8am)	\$ 0.14634	78%	19%	100%	\$ 0.17569	96%	78%	100%
5	Mid Peak kWh (8am-3pm, M-F; 8am-8pm, weekends/holidays)	\$ 0.18748	100%	25%	128%	\$ 0.18224	100%	81%	104%
6	On Peak kWh (3pm-8am, M-F)	\$ 0.75104	401%	100%	513%	\$ 0.22597	124%	100%	129%
7									
8									
9	Note: Small variance in ratios due to rounding								

Liberty Utilities (Granite State Electric) Corp. D/b/a Liberty  
Schedule TOU-EV-M Rate Development  
Effective February 1, 2023 Rates and Ratios  
Consistent with methodology approved in Docket No. DE 20-170, Exh. 24 Revised Attachment A

Summer  
(May 1, 2023 - Oct 31, 2023)

Winter  
(Feb 1, 2023 - Apr 30, 2023)

	Volumetric Rates	Ratio to Mid-Peak	Ratio to Peak	Ratio to Off-Peak		Volumetric Rates	Ratio to Mid-Peak	Ratio to Peak	Ratio to Off-Peak
--	---------------------	----------------------	------------------	----------------------	--	---------------------	----------------------	------------------	----------------------

1

2

3 Energy Service Charge:

4 Off Peak kWh (8pm - 8am)	\$	0.14499	79%	19%	100%	\$	0.17586	97%	78%	100%
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5 Mid Peak kWh (8am-3pm, M-F; 8am-8pm, weekends/holidays)	\$	0.18414	100%	25%	127%	\$	0.18194	100%	81%	103%
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6 On Peak kWh (3pm-8am, M-F)	\$	0.74783	406%	100%	516%	\$	0.22585	124%	100%	128%
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7

8

9 Note: Small variance in ratios due to rounding

NHPUC NO. 21 - ELECTRICITY DELIVERY  
LIBERTY UTILITIES

Seventh Revised Page 27  
Superseding Sixth Revised Page 27  
Terms and Conditions

Large Customer Group  
G-1, G-2,  
EV-L, and  
EV-M

iii. Small Customer Group Energy Service Charges

Rate Effective February 1, 2023 – July 31, 2023 per kWh 22.007¢

iv. Large Customer Group Energy Service Charges

Rate ¢/kWh	February 2023	March 2023	April 2023	May 2023	June 2023	July 2023
	44.241¢	23.419¢	17.952¢	11.830¢	11.421¢	13.380¢

v. Switching to a Competitive Supplier or Self-Supply

1. On Next Meter Read Date

The Company will normally switch a Customer to a Competitive Supplier or self-supply upon request of a Customer as of the next Tariffed meter read, provided that notice of the change to a Competitive Supplier or self-supply was received by the Company not less than two business days before that next Tariffed meter read date. There shall be no charge for switching from Energy Service to a Competitive Supplier or self-supply if such a notice is given.

2. Prior to the Next Tariffed Meter Read Date

If switching to a Competitive Supplier or self-supply before the next Tariffed meter read is requested, the Company at its sole discretion and upon agreement by the Customer to pay the applicable fee pursuant to the Off Cycle Meter Read Provision of this Tariff will terminate Energy Service with an un-tariffed meter read.

48. Optional Enhanced Metering Service Provision

Optional Enhanced Metering Service under this provision is available to a Customer receiving metered retail delivery service from the Company. Customers who currently receive unmetered retail delivery service must request metered retail delivery service from the company in accordance with the Company's terms and conditions. The availability of these services will be subject to the Company's ability to render such service.

Issued: January 6, 2023

Issued by: /s/ Neil Proudman

Effective: February 1, 2023

Neil Proudman  
Title: President

Authorized by NHPUC Order No. 26,752 in Docket No. DE 22-024, dated December 22, 2022, and NHPUC Order No. xx,xxx in Docket No. DE 22-024, dated xxx xx, 20xx

NHPUC No. 21 - ELECTRICITY  
LIBERTY UTILITIES

Sixteenth Revised Page 126  
Superseding Fifteenth Revised Page 126  
Summary of Rates

RATES EFFECTIVE FEBRUARY 1, 2023  
FOR USAGE ON AND AFTER FEBRUARY 1, 2023

Rate	Blocks	Distribution Charge	Revenue Decoupling Adjustment Mechanism	REP/ VMP	Net Distribution Charge	Transmission Charge	Stranded Cost Charge	Storm Recovery Adjustment Factor	System Benefits Charge	Total Delivery Service	Energy Service	Total Rate
D	Customer Charge	\$ 14.74			14.74					14.74		14.74
	All kWh	\$ 0.05856	0.00281	0.00001	0.06138	0.03635	(0.00051)	-	0.00700	0.10422	0.22007	0.32429
Off Peak Water Heating Use 16 Hour Control <sup>1</sup>	All kWh	\$ 0.05056	0.00281	0.00001	0.05338	0.03635	(0.00051)	-	0.00700	0.09622	0.22007	0.31629
Off Peak Water Heating Use 6 Hour Control <sup>1</sup>	All kWh	\$ 0.05150	0.00281	0.00001	0.05432	0.03635	(0.00051)	-	0.00700	0.09716	0.22007	0.31723
Farm <sup>1</sup>	All kWh	\$ 0.05527	0.00281	0.00001	0.05809	0.03635	(0.00051)	-	0.00700	0.10093	0.22007	0.32100
D-10	Customer Charge	\$ 14.74			14.74					14.74		14.74
	On Peak kWh	\$ 0.12447	0.00180	0.00001	0.12628	0.02338	(0.00051)	-	0.00700	0.15615	0.22007	0.37622
	Off Peak kWh	\$ 0.00167	0.00180	0.00001	0.00348	0.02338	(0.00051)	-	0.00700	0.03335	0.22007	0.25342
	Customer Charge	\$ 435.18			435.18					435.18		435.18
	Demand Charge	\$ 9.22			9.22					9.22		9.22
	On Peak kWh	\$ 0.00590	0.00104	0.00001	0.00695	0.02492	(0.00051)	-	0.00700	0.03836		
								Effective 2/1/23, usage on or after			0.44241	0.48077
								Effective 3/1/23, usage on or after			0.23419	0.27255
								Effective 4/1/23, usage on or after			0.17952	0.21788
								Effective 5/1/23, usage on or after			0.11830	0.15666
								Effective 6/1/23, usage on or after			0.11421	0.15257
								Effective 7/1/23, usage on or after			0.13380	0.17216
G-1	Off Peak kWh	\$ 0.00174	0.00104	0.00001	0.00279	0.02492	(0.00051)	-	0.00700	0.03420		
								Effective 2/1/23, usage on or after			0.44241	0.47661
								Effective 3/1/23, usage on or after			0.23419	0.26839
								Effective 4/1/23, usage on or after			0.17952	0.21372
								Effective 5/1/23, usage on or after			0.11830	0.15250
								Effective 6/1/23, usage on or after			0.11421	0.14841
								Effective 7/1/23, usage on or after			0.13380	0.16800
	Customer Charge	\$ 72.52			72.52					72.52		72.52
	Demand Charge	\$ 9.27			9.27					9.27		9.27
	All kWh	\$ 0.00233	0.00151	0.00001	0.00385	0.02529	(0.00051)	-	0.00700	0.03563		
								Effective 2/1/23, usage on or after			0.44241	0.47804
								Effective 3/1/23, usage on or after			0.23419	0.26982
								Effective 4/1/23, usage on or after			0.17952	0.21515
								Effective 5/1/23, usage on or after			0.11830	0.15393
								Effective 6/1/23, usage on or after			0.11421	0.14984
								Effective 7/1/23, usage on or after			0.13380	0.16943
G-3	Customer Charge	\$ 16.66			16.66					16.66		16.66
	All kWh	\$ 0.05282	0.00253	0.00001	0.05536	0.03014	(0.00051)	-	0.00700	0.09199	0.22007	0.31206
T	Customer Charge	\$ 14.74			14.74					14.74		14.74
	All kWh	\$ 0.04743	0.00285	0.00001	0.05029	0.02615	(0.00051)	-	0.00700	0.08293	0.22007	0.30300
V	Minimum Charge	\$ 16.66			16.66					16.66		16.66
	All kWh	\$ 0.05433	0.00291	0.00001	0.05725	0.03003	(0.00051)	-	0.00700	0.09377	0.22007	0.31384
	Customer Charge	\$14.74			\$14.74					14.74		14.74
	<b>Monday through Friday</b>											
D-11	Off Peak	\$0.03948	\$0.00000	\$0.00001	\$0.03949	(\$0.00291)	(\$0.00051)	-	\$0.00700	\$0.04307	\$0.26271	\$0.30578
	Mid Peak	\$0.05918	\$0.00000	\$0.00001	\$0.05919	\$0.00115	(\$0.00051)	-	\$0.00700	\$0.06683	\$0.29889	\$0.36572
	Critical Peak	\$0.08426	\$0.00000	\$0.00001	\$0.08427	\$0.24841	(\$0.00051)	-	\$0.00700	\$0.33917	\$0.31035	\$0.64952
	<b>Saturday through Sunday and Holidays: Mid Peak 8a - 8p, Off Peak 8p - 8a</b>											

<sup>1</sup> Rate is a subset of Domestic Rate D

Dated: January 6, 2023  
Effective: February 1, 2023

Issued by: /s/Neil Proudman  
Neil Proudman  
Title: President

Authorized by NHPUC Order No. 26,752 in Docket No. DE 22-024, dated December 22, 2022, and NHPUC Order No. XX,XXX in Docket No. DE 22-024, dated XXXXX

NHPUC No. 21 - ELECTRICITY  
LIBERTY UTILITIES

Seventeenth Revised Page 127  
Superseding Sixteenth Revised Page 127  
Summary of Rates

RATES EFFECTIVE FEBRUARY 1, 2023  
FOR USAGE ON AND AFTER FEBRUARY 1, 2023

Rate	Blocks	Distribution Charge	Revenue Decoupling Adjustment Factor	REP/VMP	Net Distribution Charge	Transmission Charge	Stranded Cost Charge	Storm Recovery Adjustment Factor	System Benefits Charge	Total Delivery Service	Energy Service	Total Rate
Rate EV	Customer Charge	\$11.35			\$11.35							\$11.35
	<b><u>Monday through Friday</u></b>											
	Off Peak	\$0.03948	\$0.00000	\$0.00001	\$0.03949	(\$0.00291)	(\$0.00051)	-	\$0.00700	\$0.04307	\$0.26271	\$0.30578
	Mid Peak	\$0.05918	\$0.00000	\$0.00001	\$0.05919	\$0.00115	(\$0.00051)	-	\$0.00700	\$0.06683	\$0.29889	\$0.36572
	Critical Peak	\$0.08426	\$0.00000	\$0.00001	\$0.08427	\$0.24841	(\$0.00051)	-	\$0.00700	\$0.33917	\$0.31035	\$0.64952
	<b>Saturday through Sunday and Holidays: Mid Peak 8a - 8p, Off Peak 8p - 8a</b>											
Rate EV-L	Customer Charge	\$435.18			\$435.18							\$435.18
	Demand Charge	\$4.61			\$4.61							\$4.61
	<b><u>Monday through Friday</u></b>											
	Off Peak	\$0.02732	\$0.00000	\$0.00001	\$0.02733	\$0.00274	(\$0.00051)	-	\$0.00700	\$0.03656	\$0.17569	\$0.21225
	Mid Peak	\$0.02936	\$0.00000	\$0.00001	\$0.02937	\$0.00337	(\$0.00051)	-	\$0.00700	\$0.03923	\$0.18224	\$0.22147
	Critical Peak	\$0.03419	\$0.00000	\$0.00001	\$0.03420	\$0.15540	(\$0.00051)	-	\$0.00700	\$0.19609	\$0.22597	\$0.42206
	<b>Saturday through Sunday and Holidays: Mid Peak 8a - 8p, Off Peak 8p - 8a</b>											
Rate EV-M	Customer Charge	\$72.52			\$72.52							\$72.52
	Demand Charge	\$4.64			\$4.64							\$4.64
	<b><u>Monday through Friday</u></b>											
	Off Peak	\$0.03879	\$0.00000	\$0.00001	\$0.03880	\$0.00313	(\$0.00051)	-	\$0.00700	\$0.04842	\$0.17586	\$0.22428
	Mid Peak	\$0.04010	\$0.00000	\$0.00001	\$0.04011	\$0.00371	(\$0.00051)	-	\$0.00700	\$0.05031	\$0.18194	\$0.23225
	Critical Peak	\$0.04590	\$0.00000	\$0.00001	\$0.04591	\$0.16783	(\$0.00051)	-	\$0.00700	\$0.22023	\$0.22585	\$0.44608
	<b>Saturday through Sunday and Holidays: Mid Peak 8a - 8p, Off Peak 8p - 8a</b>											
M	<b><u>Luminaire Charge</u></b>											
	HPS 4,000	\$8.53			\$8.53							\$8.53
	HPS 9,600	\$9.86			\$9.86							\$9.86
	HPS 27,500	\$16.37			\$16.37							\$16.37
	HPS 50,000	\$20.36			\$20.36							\$20.36
	HPS 9,600 (Post Top)	\$11.57			\$11.57							\$11.57
	HPS 27,500 Flood	\$16.54			\$16.54							\$16.54
	HPS 50,000 Flood	\$22.09			\$22.09							\$22.09
	Incandescent 1,000	\$10.95			\$10.95							\$10.95
	Mercury Vapor 4,000	\$7.57			\$7.57							\$7.57
	Mercury Vapor 8,000	\$8.50			\$8.50							\$8.50
	Mercury Vapor 22,000	\$15.20			\$15.20							\$15.20
	Mercury Vapor 63,000	\$25.69			\$25.69							\$25.69
	Mercury Vapor 22,000 Flood	\$17.39			\$17.39							\$17.39
	Mercury Vapor 63,000 Flood	\$33.70			\$33.70							\$33.70
LED-1	<b><u>Luminaire Charge</u></b>											
	30 Watt Pole Top	\$5.53			\$5.53							\$5.53
	50 Watt Pole Top	\$5.77			\$5.77							\$5.77
	130 Watt Pole Top	\$8.90			\$8.90							\$8.90
	190 Watt Pole Top	\$17.06			\$17.06							\$17.06
	30 Watt URD	\$12.89			\$12.89							\$12.89
	90 Watt Flood	\$8.76			\$8.76							\$8.76
	130 Watt Flood	\$10.08			\$10.08							\$10.08
Poles	30 Watt Caretaker	\$4.96			\$4.96							\$4.96
	Pole -Wood	\$9.66			\$9.66							\$9.66
	Fiberglass - Direct Embedded	\$10.06			\$10.06							\$10.06
	Fiberglass w/Foundation <25 ft	\$16.98			\$16.98							\$16.98
	Fiberglass w/Foundation >=25 ft	\$28.39			\$28.39							\$28.39
	Metal Poles - Direct Embedded	\$20.24			\$20.24							\$20.24
	Metal Poles with Foundation	\$24.42			\$24.42							\$24.42
M/LED-1/LED-2	All kWh	\$0.04063	\$0.00000	\$0.00001	\$0.04064	\$0.01928	(\$0.00052)	\$0.00000	\$0.00700	\$0.06640	\$0.22007	\$0.28647

Dated: January 6, 2023  
Effective: February 1, 2023

Issued by: /s/Neil Proudman  
Neil Proudman  
Title: President

Authorized by NHPUC Order No. 26,752 in Docket No. DE 22-024, dated December 22, 2022, and NHPUC Order No. XX,XXX in Docket No. DE 22-024, dated XXXXX



NHPUC NO. 21 - ELECTRICITY DELIVERY  
LIBERTY UTILITIES

Third Revised Page 129  
Superseding Second Revised Page 129  
Rate EV-L

Transmission Charge Mid Peak	0.337
Transmission Charge Critical Peak	15.540
Energy Service Charge Off Peak	17.569
Energy Service Charge Mid Peak	18.224
Energy Service Charge Critical Peak	22.597
Stranded Cost Adjustment Factor	(0.051)
Storm Recovery Adjustment Factor	0.000

Off peak hours will be from 12AM to 8AM and 8PM to 12AM daily.  
Mid peak hours will be from 8AM to 3PM daily Monday through Friday, except holidays.  
Mid peak hours will be from 8AM to 8PM Saturday, Sunday and holidays.  
Critical peak hours will be from 3PM to 8PM daily Monday through Friday, except holidays.

Demand Charges Per Kilowatt

Distribution	\$4.61
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Demand

The Demand for each month under ordinary load conditions shall be the greatest of the following:

1. The greatest fifteen-minute peak during the peak hours which occurs during such month as measured in kilowatts,
2. 90% of the greatest fifteen-minute peak during the peak hours occurring during such month as measured in kilovolt-amperes where the Customer's kilowatt Demand exceeds 75 kilowatts, or
3. 80% of the greatest Demand as so determined above during the preceding eleven months.

Any Demands established during the eleven (11) months prior to the application of this rate shall be considered as having been established under this rate.

Terms of 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.

Guarantees

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,

Issued: January 6, 2023

Issued by: /s/ Neil Proudman  
Neil Proudman

Effective: February 1, 2023

Title: President

Authorized by NHPUC Order No. XX,XXX in Docket No. DE22-024, dated XXXX

NHPUC NO. 21 - ELECTRICITY DELIVERY  
LIBERTY UTILITIES

Third Revised Page 133  
Superseding Second Revised Page 133  
Rate EV-M

**Rate EV-M Commercial Plug In Electric Vehicle Charging Station**

Availability

Retail Delivery Service under this rate is available for separately metered electric vehicle charging stations. A Customer will take delivery service on this rate if the Company estimates that its average use will be no greater than 72 kW of Demand. If electricity is delivered through more than one meter, except at the Company's option, the charge for electricity delivered through each meter shall be computed separately under this rate. The rates for energy (kWh) based charges are seasonal with a winter period from November 1 to April 30 and a summer period from May 1 to October 31.

Character of Service

Service supplied under this rate will be 60 cycle, alternating current single-phase normally three-wire at a nominal voltage of 120/240 volts for loads less than 72 kilowatts. All voltages are not available in every area.

Rates per Month

The rate per month will be the sum of the applicable Customer, Demand and Energy Charges subject to the adjustments in this tariff:

Rates for Retail Delivery Service Effective November 1, 2022, through April 30, 2023

Customer Charge \$72.52 per month

Energy Charges Per Kilowatt-Hour (cents per kilowatt-hour)

Distribution Charge Off Peak	3.879
Distribution Charge Mid Peak	4.010
Distribution Charge Critical Peak	4.590
Reliability Enhancement/Vegetation Management	0.001
Total Distribution Charge Off Peak	3.880
Total Distribution Charge Mid Peak	4.011
Total Distribution Charge Critical Peak	4.591
Transmission Charge Off Peak	0.313
Transmission Charge Mid Peak	0.371
Transmission Charge Critical Peak	16.783
Energy Service Charge Off Peak	17.586
Energy Service Charge Mid Peak	18.194
Energy Service Charge Critical Peak	22.585
Stranded Cost Adjustment Factor	(0.051)
Storm Recovery Adjustment Factor	0.000

Issued: January 6, 2023

Issued by: /s/ Neil Proudman

Neil Proudman

Effective: February 1, 2023

Title: President

Authorized by NHPUC Order No. XX,XXX in Docket No. DE22-024, dated XXXX

NHPUC NO. 21 - ELECTRICITY DELIVERY  
LIBERTY UTILITIES

~~Sixth~~<sup>Seventh</sup> Revised Page 27  
Superseding ~~Fifth~~<sup>Sixth</sup> Revised Page 27  
Terms and Conditions

Large Customer Group  
G-1, G-2,  
EV-L, and  
EV-M

iii. Small Customer Group Energy Service Charges

Rate Effective February 1, 2023 – July 31, 2023 per kWh 22.007¢

iv. Large Customer Group Energy Service Charges

Rate ¢/kWh	February 2023	March 2023	April 2023	May 2023	June 2023	July 2023
	<del>44.241</del> ¢	<del>23.419</del> ¢	<del>17.952</del> ¢	11.830¢	11.421¢	13.380¢

v. Switching to a Competitive Supplier or Self-Supply

1. On Next Meter Read Date

The Company will normally switch a Customer to a Competitive Supplier or self-supply upon request of a Customer as of the next Tariffed meter read, provided that notice of the change to a Competitive Supplier or self-supply was received by the Company not less than two business days before that next Tariffed meter read date. There shall be no charge for switching from Energy Service to a Competitive Supplier or self-supply if such a notice is given.

2. Prior to the Next Tariffed Meter Read Date

If switching to a Competitive Supplier or self-supply before the next Tariffed meter read is requested, the Company at its sole discretion and upon agreement by the Customer to pay the applicable fee pursuant to the Off Cycle Meter Read Provision of this Tariff will terminate Energy Service with an un-tariffed meter read.

48. Optional Enhanced Metering Service Provision

Optional Enhanced Metering Service under this provision is available to a Customer receiving metered retail delivery service from the Company. Customers who currently receive unmetered retail delivery service must request metered retail delivery service from the company in accordance with the Company's terms and conditions. The availability of these services will be subject to the Company's ability to render such service.

Issued: ~~December 16, 2022~~January 6, 2023

Issued by: /s/ Neil Proudman

Effective: February 1, 2023

Neil Proudman  
Title: President

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NHPUC No. 21 - ELECTRICITY  
LIBERTY UTILITIES

~~Fifteenth~~ ~~Sixteenth~~ Revised Page 126  
Superseding ~~Fourteenth~~ ~~Fifteenth~~ Revised Page 126  
Summary of Rates

RATES EFFECTIVE ~~JANUARY 1, 2023~~ FEBRUARY 1, 2023  
FOR USAGE ON AND AFTER ~~JANUARY 1, 2023~~ FEBRUARY 1, 2023

Rate	Blocks	Distribution Charge	Revenue Decoupling Adjustment Mechanism	REP/ VMP	Net Distribution Charge	Transmission Charge	Stranded Cost Charge	Storm Recovery Adjustment Factor	System Benefits Charge	Total Delivery Service	Energy Service	Total Rate
D	Customer Charge	\$ 14.74			14.74					14.74		\$ 14.74
	All kWh	\$ 0.05856	0.00281	0.00001	0.06138	0.03635	(0.00051)	-	0.00700	0.10422	-0.22228	0.22007 -0.32650 \$ 0.32429
Off Peak Water Heating Use 16 Hour Control <sup>1</sup>	All kWh	\$ 0.05056	0.00281	0.00001	0.05338	0.03635	(0.00051)	-	0.00700	0.09622	-0.22228	0.22007 -0.31850 \$ 0.31629
Off Peak Water Heating Use 6 Hour Control <sup>1</sup>	All kWh	\$ 0.05150	0.00281	0.00001	0.05432	0.03635	(0.00051)	-	0.00700	0.09716	-0.22228	0.22007 -0.31944 \$ 0.31723
Farm <sup>1</sup>	All kWh	\$ 0.05527	0.00281	0.00001	0.05809	0.03635	(0.00051)	-	0.00700	0.10093	-0.22228	0.22007 -0.32321 \$ 0.32100
D-10	Customer Charge	\$ 14.74			14.74					14.74		\$ 14.74
	On Peak kWh	\$ 0.12447	0.00180	0.00001	0.12628	0.02338	(0.00051)	-	0.00700	0.15615	-0.22228	0.22007 -0.37843 \$ 0.37622
	Off Peak kWh	\$ 0.00167	0.00180	0.00001	0.00348	0.02338	(0.00051)	-	0.00700	0.03335	-0.22228	0.22007 -0.25563 \$ 0.25342
	Customer Charge	\$ 435.18			435.18					435.18		\$ 435.18
	Demand Charge	\$ 9.22			9.22					9.22		\$ 9.22
	On Peak kWh	\$ 0.00590	0.00104	0.00001	0.00695	0.02492	(0.00051)	-	0.00700	0.03836		
								Effective 8/4/22 2/1/23, usage on or after		-0.18587	0.44241	-0.22423 \$ 0.48077
								Effective 9/4/22 3/1/23, usage on or after		-0.16084	0.23419	-0.19917 \$ 0.27255
								Effective 10/4/22 4/1/23, usage on or after		-0.15134	0.17952	-0.18970 \$ 0.21788
								Effective 11/4/22 5/1/23, usage on or after		-0.19864	0.11830	-0.23700 \$ 0.15666
								Effective 12/4/22 6/1/23, usage on or after		-0.34354	0.11421	-0.38190 \$ 0.15257
								Effective 1/4/23 7/1/23, usage on or after		-0.41240	0.13380	-0.45076 \$ 0.17216
G-1	Off Peak kWh	\$ 0.00174	0.00104	0.00001	0.00279	0.02492	(0.00051)	-	0.00700	0.03420		
								Effective 8/4/22 2/1/23, usage on or after		-0.18587	0.44241	-0.22007 \$ 0.47661
								Effective 9/4/22 3/1/23, usage on or after		-0.16084	0.23419	-0.19501 \$ 0.26839
								Effective 10/4/22 4/1/23, usage on or after		-0.15134	0.17952	-0.18554 \$ 0.21372
								Effective 11/4/22 5/1/23, usage on or after		-0.19864	0.11830	-0.23284 \$ 0.15250
								Effective 12/4/22 6/1/23, usage on or after		-0.34354	0.11421	-0.37774 \$ 0.14841
								Effective 1/4/23 7/1/23, usage on or after		-0.41240	0.13380	-0.44660 \$ 0.16800
	Customer Charge	\$ 72.52			72.52					72.52		\$ 72.52
	Demand Charge	\$ 9.27			9.27					9.27		\$ 9.27
	All kWh	\$ 0.00233	0.00151	0.00001	0.00385	0.02529	(0.00051)	-	0.00700	0.03563		
								Effective 8/4/22 2/1/23, usage on or after		-0.18587	0.44241	-0.22150 \$ 0.47804
								Effective 9/4/22 3/1/23, usage on or after		-0.16084	0.23419	-0.19644 \$ 0.26982
								Effective 10/4/22 4/1/23, usage on or after		-0.15134	0.17952	-0.18697 \$ 0.21515
								Effective 11/4/22 5/1/23, usage on or after		-0.19864	0.11830	-0.23427 \$ 0.15393
								Effective 12/4/22 6/1/23, usage on or after		-0.34354	0.11421	-0.37917 \$ 0.14984
								Effective 1/4/23 7/1/23, usage on or after		-0.41240	0.13380	-0.44803 \$ 0.16943
G-2	Customer Charge	\$ 16.66			16.66					16.66		\$ 16.66
	All kWh	\$ 0.05282	0.00253	0.00001	0.05536	0.03014	(0.00051)	-	0.00700	0.09199	-0.22228	0.22007 -0.31427 \$ 0.31206
G-3	Customer Charge	\$ 14.74			14.74					14.74		\$ 14.74
	All kWh	\$ 0.04743	0.00285	0.00001	0.05029	0.02615	(0.00051)	-	0.00700	0.08293	-0.22228	0.22007 -0.30521 \$ 0.30300
T	Minimum Charge	\$ 16.66			16.66					16.66		\$ 16.66
	All kWh	\$ 0.05433	0.00291	0.00001	0.05725	0.03003	(0.00051)	-	0.00700	0.09377	-0.22228	0.22007 -0.31460 \$ 0.31384
V	Customer Charge	\$ 14.74			14.74					14.74		\$ 14.74
	Monday through Friday											
D-11	Off Peak	\$0.03948	\$0.00000	\$0.00001	\$0.03949	(\$0.00291)	(\$0.00051)	-	\$0.00700	\$0.04307	\$0.19962	\$0.26271 -0.24269 \$0.30578
	Mid Peak	\$0.05918	\$0.00000	\$0.00001	\$0.05919	\$0.00115	(\$0.00051)	-	\$0.00700	\$0.06683	\$0.22719	\$0.29889 -0.29393 \$0.36572
	Critical Peak	\$0.08426	\$0.00000	\$0.00001	\$0.08427	\$0.24841	(\$0.00051)	-	\$0.00700	\$0.33917	\$0.23582	\$0.31035 -0.57499 \$0.64952
	Saturday through Sunday and Holidays: Mid Peak 8a - 8p, Off Peak 8p - 8a											

<sup>1</sup> Rate is a subset of Domestic Rate D

Dated: ~~January 5, 2023~~ January 6, 2023  
Effective: ~~January 1, 2023~~ February 1, 2023

Issued by: /s/Neil Proudman  
Neil Proudman  
Title: President

Authorized by NHPUC ~~NiSi Order No. 26,745 in Docket No. DE 22-081, dated December 14, 2022, and NHPUC Order No. 26,748 in Docket No. DE 22-052, dated December 16, 2022~~ Order No. 26,752 in Docket No. DE 22-024, dated December 22, 2022, and NHPUC Order No. XX,XXX in Docket No. DE 22-024, dated XXXXX

NHPUC No. 21 - ELECTRICITY  
LIBERTY UTILITIES

Sixteenth Seventeenth Revised Page 127  
Superseding Fifteenth-Sixteenth Revised Page 127  
Summary of Rates

RATES EFFECTIVE ~~JANUARY 1, 2023~~ FEBRUARY 1, 2023  
FOR USAGE ON AND AFTER ~~JANUARY 1, 2023~~ FEBRUARY 1, 2023

Rate	Blocks	Distribution Charge	Revenue Decoupling Adjustment Factor	REP/ VMP	Net Distribution Charge	Transmission Charge	Stranded Cost Charge	Storm Recovery Adjustment Factor	System Benefits Charge	Total Delivery Service	Energy Service	Total Rate
Rate EV	Customer Charge	\$11.35			\$11.35							\$11.35
	<del>Monday through Friday</del>											
	Off Peak	\$0.03948	\$0.00000	\$0.00001	\$0.03949	(\$0.00291)	(\$0.00051)	-	\$0.00700	\$0.04307	<del>\$0.19962</del> \$0.26271	<del>\$0.24269</del> \$0.30578
	Mid Peak	\$0.05918	\$0.00000	\$0.00001	\$0.05919	\$0.00115	(\$0.00051)	-	\$0.00700	\$0.06683	<del>\$0.22710</del> \$0.29889	<del>\$0.29393</del> \$0.36572
	Critical Peak	\$0.08426	\$0.00000	\$0.00001	\$0.08427	\$0.24841	(\$0.00051)	-	\$0.00700	\$0.33917	<del>\$0.23582</del> \$0.31035	<del>\$0.57499</del> \$0.64952
<del>Saturday through Sunday and Holidays: Mid Peak 8a - 8p, Off Peak 8p - 8a</del>												
Rate EV-L	Customer Charge	\$435.18			\$435.18							\$435.18
	Demand Charge	\$4.61			\$4.61							\$4.61
	<del>Monday through Friday</del>											
	Off Peak	\$0.02732	\$0.00000	\$0.00001	\$0.02733	\$0.00274	(\$0.00051)	-	\$0.00700	\$0.03656	<del>\$0.13843</del> \$0.17569	<del>\$0.17499</del> \$0.21225
	Mid Peak	\$0.02936	\$0.00000	\$0.00001	\$0.02937	\$0.00337	(\$0.00051)	-	\$0.00700	\$0.03923	<del>\$0.14360</del> \$0.18224	<del>\$0.18283</del> \$0.22147
Rate EV-M	Critical Peak	\$0.03419	\$0.00000	\$0.00001	\$0.03420	\$0.15540	(\$0.00051)	-	\$0.00700	\$0.19609	<del>\$0.17805</del> \$0.22597	<del>\$0.37414</del> \$0.42206
	<del>Saturday through Sunday and Holidays: Mid Peak 8a - 8p, Off Peak 8p - 8a</del>											
	Customer Charge	\$72.52			\$72.52							\$72.52
	Demand Charge	\$4.64			\$4.64							\$4.64
	<del>Monday through Friday</del>											
Rate EV-M	Off Peak	\$0.03879	\$0.00000	\$0.00001	\$0.03880	\$0.00313	(\$0.00051)	-	\$0.00700	\$0.04842	<del>\$0.13857</del> \$0.17586	<del>\$0.18699</del> \$0.22428
	Mid Peak	\$0.04010	\$0.00000	\$0.00001	\$0.04011	\$0.00371	(\$0.00051)	-	\$0.00700	\$0.05031	<del>\$0.14335</del> \$0.18194	<del>\$0.19366</del> \$0.23225
	Critical Peak	\$0.04590	\$0.00000	\$0.00001	\$0.04591	\$0.16783	(\$0.00051)	-	\$0.00700	\$0.22023	<del>\$0.17796</del> \$0.22585	<del>\$0.39819</del> \$0.44608
	<del>Saturday through Sunday and Holidays: Mid Peak 8a - 8p, Off Peak 8p - 8a</del>											
	<del>Saturday through Sunday and Holidays: Mid Peak 8a - 8p, Off Peak 8p - 8a</del>											
M	Luminaire Charge											
	HPS 4,000	\$8.53			\$8.53							\$8.53
	HPS 9,600	\$9.86			\$9.86							\$9.86
	HPS 27,500	\$16.37			\$16.37							\$16.37
	HPS 50,000	\$20.36			\$20.36							\$20.36
	HPS 9,600 (Post Top)	\$11.57			\$11.57							\$11.57
	HPS 27,500 Flood	\$16.54			\$16.54							\$16.54
	HPS 50,000 Flood	\$22.09			\$22.09							\$22.09
	Incandescent 1,000	\$10.95			\$10.95							\$10.95
	Mercury Vapor 4,000	\$7.57			\$7.57							\$7.57
	Mercury Vapor 8,000	\$8.50			\$8.50							\$8.50
	Mercury Vapor 22,000	\$15.20			\$15.20							\$15.20
	Mercury Vapor 63,000	\$25.69			\$25.69							\$25.69
	Mercury Vapor 22,000 Flood	\$17.39			\$17.39							\$17.39
LED-1	Luminaire Charge											
	30 Watt Pole Top	\$5.53			\$5.53							\$5.53
	50 Watt Pole Top	\$5.77			\$5.77							\$5.77
	130 Watt Pole Top	\$8.90			\$8.90							\$8.90
	190 Watt Pole Top	\$17.06			\$17.06							\$17.06
	30 Watt URD	\$12.89			\$12.89							\$12.89
	90 Watt Flood	\$8.76			\$8.76							\$8.76
	130 Watt Flood	\$10.08			\$10.08							\$10.08
	30 Watt Caretaker	\$4.96			\$4.96							\$4.96
	<del>Saturday through Sunday and Holidays: Mid Peak 8a - 8p, Off Peak 8p - 8a</del>											
Poles	Pole - Wood	\$9.66			\$9.66							\$9.66
	Fiberglass - Direct Embedded	\$10.06			\$10.06							\$10.06
	Fiberglass w/Foundation <25 ft	\$16.98			\$16.98							\$16.98
	Fiberglass w/Foundation >=25 ft	\$28.39			\$28.39							\$28.39
	Metal Poles - Direct Embedded	\$20.24			\$20.24							\$20.24
	Metal Poles with Foundation	\$24.42			\$24.42							\$24.42
M/LED-1/LED-2	All kWh	\$0.04063	\$0.00000	\$0.00001	\$0.04064	\$0.01928	(\$0.00052)	\$0.00000	\$0.00700	\$0.06640	<del>\$0.22228</del> \$0.22007	<del>\$0.28868</del> \$0.28647

Dated: ~~January 5, 2023~~ January 6, 2023  
Effective: ~~January 1, 2023~~ February 1, 2023

Issued by: /s/Neil Proudman  
Neil Proudman  
Title: President

Authorized by NHPUC ~~Nisi Order No. 26,745 in Docket No. DE 22-081, dated December 14, 2022, and NHPUC Order No. 26,748 in Docket No. DE 22-052, dated December 16, 2022~~ Order No. 26,752 in Docket No. DE 22-024, dated December 22, 2022, and NHPUC Order No. XX,XXX in Docket No. DE 22-024, dated XXXXX

NHPUC NO. 21 - ELECTRICITY DELIVERY  
LIBERTY UTILITIES

~~Second~~<sup>Third</sup> Revised Page 129  
Superseding ~~First~~<sup>Second</sup> Revised Page 129  
Rate EV-L

Transmission Charge Mid Peak	0.337
Transmission Charge Critical Peak	15.540

Energy Service Charge Off Peak	<del>17.569</del> <sup>13.843</sup>
Energy Service Charge Mid Peak	<del>18.224</del> <sup>14.360</sup>
Energy Service Charge Critical Peak	<del>22.597</del> <sup>17.805</sup>

Stranded Cost Adjustment Factor	(0.051)
Storm Recovery Adjustment Factor	0.000

Off peak hours will be from 12AM to 8AM and 8PM to 12AM daily.  
Mid peak hours will be from 8AM to 3PM daily Monday through Friday, except holidays.  
Mid peak hours will be from 8AM to 8PM Saturday, Sunday and holidays.  
Critical peak hours will be from 3PM to 8PM daily Monday through Friday, except holidays.

Demand Charges Per Kilowatt

Distribution	\$4.61
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Demand

The Demand for each month under ordinary load conditions shall be the greatest of the following:

1. The greatest fifteen-minute peak during the peak hours which occurs during such month as measured in kilowatts,
2. 90% of the greatest fifteen-minute peak during the peak hours occurring during such month as measured in kilovolt-amperes where the Customer's kilowatt Demand exceeds 75 kilowatts, or
3. 80% of the greatest Demand as so determined above during the preceding eleven months.

Any Demands established during the eleven (11) months prior to the application of this rate shall be considered as having been established under this rate.

Terms of 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.

Guarantees

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,

Issued: ~~January 6, 2023~~<sup>November 7, 2022</sup>

Issued by: /s/ Neil Proudman

Neil Proudman

Effective: ~~February 1, 2023~~<sup>November 1, 2022</sup>

Title: President

Authorized by NHPUC Order No. ~~XX,XXX26,604~~ in Docket No. DE-~~22-02420-170~~, dated ~~XXXX~~<sup>April 7, 2022</sup>

NHPUC NO. 21 - ELECTRICITY DELIVERY  
LIBERTY UTILITIES

~~Second~~Third Revised Page 133  
Superseding ~~First~~Second Revised Page 133  
Rate EV-M

### Rate EV-M Commercial Plug In Electric Vehicle Charging Station

#### Availability

Retail Delivery Service under this rate is available for separately metered electric vehicle charging stations. A Customer will take delivery service on this rate if the Company estimates that its average use will be no greater than 72 kW of Demand. If electricity is delivered through more than one meter, except at the Company's option, the charge for electricity delivered through each meter shall be computed separately under this rate. The rates for energy (kWh) based charges are seasonal with a winter period from November 1 to April 30 and a summer period from May 1 to October 31.

#### Character of Service

Service supplied under this rate will be 60 cycle, alternating current single-phase normally three-wire at a nominal voltage of 120/240 volts for loads less than 72 kilowatts. All voltages are not available in every area.

#### Rates per Month

The rate per month will be the sum of the applicable Customer, Demand and Energy Charges subject to the adjustments in this tariff:

#### Rates for Retail Delivery Service Effective November 1, 2022, through April 30, 2023

Customer Charge \$72.52 per month

#### Energy Charges Per Kilowatt-Hour (cents per kilowatt-hour)

Distribution Charge Off Peak	3.879
Distribution Charge Mid Peak	4.010
Distribution Charge Critical Peak	4.590
Reliability Enhancement/Vegetation Management	0.001
Total Distribution Charge Off Peak	3.880
Total Distribution Charge Mid Peak	4.011
Total Distribution Charge Critical Peak	4.591
Transmission Charge Off Peak	0.313
Transmission Charge Mid Peak	0.371
Transmission Charge Critical Peak	16.783

Energy Service Charge Off Peak	<del>17.586</del> <u>13.857</u>
Energy Service Charge Mid Peak	<del>18.194</del> <u>14.335</u>
Energy Service Charge Critical Peak	<del>22.585</del> <u>17.796</u>

Stranded Cost Adjustment Factor	(0.051)
Storm Recovery Adjustment Factor	0.000

Issued: ~~January 6, 2023~~November 7, 2022

Issued by: /s/ Neil Proudman

Effective: ~~February 1, 2023~~November 1, 2022

Title: Neil Proudman  
President

Authorized by NHPUC Order No. ~~XX.XXX~~26,604 in Docket No. DE-~~22-024~~20-170, dated ~~XXXX~~April 7, 2022