

NHPUC NO. 21 - ELECTRICITY DELIVERY  
 LIBERTY UTILITIES

First Revised Page 2  
 Superseding Original Page 2  
 Table of Contents

26. Relocation of Equipment on Private Property ..... 16

27. Relocation of Company-Owned Equipment ..... 16

28. Relocation of Customer-Owned Equipment ..... 17

29. Customer Street Crossings ..... 17

30. Holidays ..... 18

31. Conjunctional Service ..... 18

32. Customer Choice of Rate ..... 18

33. Statement by Agent ..... 19

34. Third Party Claims and Non-Negligent Performance ..... 19

35. Charges for Temporary Services ..... 19

36. Stranded Cost Charge ..... 19

37. Reliability Enhancement Program and Vegetation Management Plan Adjustment ..... 20

38. Reliability Enhancement Program Capital Investment Allowance ..... 21

39. Transmission Charge ..... 21

40. Electricity Consumption Tax Charge ..... 21

41. System Benefits Charge ..... 21

42. Late Payment Charge ..... 23

43. Provisions for Billing Charges Associated with Meter Diversions and Damage to  
 Company Equipment in Connection Therewith ..... 23

44. Electric Assistance Program ..... 24

45. Energy Service Adjustment Provision ..... 25

46. Storm Recovery Adjustment Provision ..... 26

47. Default Energy Service ..... 26

48. Optional Enhanced Metering Service Provision ..... 27

49. Optional Interval Data Service Provision ..... 28

50. Off Cycle Meter Read for Switch of Supplier Provision ..... 30

51. Purchases from Qualifying Facilities ..... 31

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NHPUC NO. 21 - ELECTRICITY DELIVERY  
 LIBERTY UTILITIES

First Revised Page 3  
 Superseding Original Page 3  
 Table of Contents

52. Interconnection Standards For Inverters Sized Up To 100 KVA ..... 38

53. Simplified Process Interconnection Application and Service Agreement..... 51

54. Terms and Conditions for Simplified Process Interconnections..... 52

55. Certificate of Completion for Simplified Process Interconnections ..... 55

56. Supplemental Review Agreement..... 56

57. Line Extensions – Policy 1: Individual Residential Customers..... 57

58. Line Extensions – Policy 2: Residential Developments ..... 62

59. Line Extensions – Policy 3: Individual Commercial and Industrial Customers ..... 67

60. Line Extensions – Policy 4: Commercial and Industrial Developments ..... 72

61. Schedule of Fees for Line Extensions..... 76

62. Terms and Conditions for Suppliers ..... 77

63. Residential Energy Efficiency Loan Program ..... 86

64. Non-Residential Energy Efficiency Loan Program ..... 88

Rate D ..... 90

Rate D-10 Optional Peak Load Rate..... 93

General Service Time-of-Use Rate G-1 ..... 95

General Long Hour Service Rate G-2..... 98

General Service Rate G-3 ..... 101

Limited Total Electrical Living Rate T..... 103

Unmetered Electric Service Rate U ..... 105

Limited Commercial Space Heating Rate V..... 106

Outdoor Lighting Service Rate M..... 108

Outdoor Lighting Service Rate LED-1 ..... 114

Outdoor Lighting Service Rate LED-2..... 119

Electric Vehicle Plug In Rate..... 123

Rate D-11 Battery Storage.....124

Summary of Rates.....126

Issued: XX XX, 20XX

Issued by:                                 /s/ Jeffrey Faber                                  
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Title:                                 Interim President

NHPUC NO. 21 - ELECTRICITY DELIVERY  
LIBERTY UTILITIES

First Revised Page 5  
Superseding Original Page 5  
Terms and Conditions

2. Definitions

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

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

**Commission:** The New Hampshire Public Utilities Commission.

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

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

**Default Energy Service:** Electric energy, ancillary services, and capacity supplied to a Customer who is not receiving Energy Service from a Supplier, as defined in Section 62 of this tariff, or receiving Self-Supply Service. Default Energy Service shall be provided in accordance with Section 47 of this tariff and shall be provided in conjunction with the applicable Delivery Service Rate Schedule.

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

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

**FERC:** The Federal Energy Regulatory Commission.

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

**Local Network:** The distribution facilities which are owned, leased and maintained by the Company, which are located in the state of New Hampshire and that are used to provide Delivery Service under this Tariff.

**Month:** Whenever reference is made to electricity delivered or a payment to be made “in any month”, “each month” or “per month”, it shall mean the electricity delivered in the period between two successive regular monthly meter readings or the payment to be made in respect of such period.

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NHPUC NO. 21 - ELECTRICITY DELIVERY  
LIBERTY UTILITIES

Second Revised Page 26  
Superseding First Revised Page 26  
Terms and Conditions

46. Storm Recovery Adjustment Provision

The Company’s rates for Delivery Service are subject to adjustment to reflect increased or decreased funding to the Company’s Storm Fund (“Storm Fund”) through a Storm Recovery Adjustment Factor. The Company shall implement a factor designed to provide the increased or decreased funding to the Storm Fund at an amount approved by the Commission through the funding period.

The Storm Recovery Adjustment shall be a uniform cents per kilowatt-hour factor applicable to all kilowatt-hours delivered by the Company to customers taking Delivery Service under each of the Company’s rates. The factor shall be based on the estimated kilowatt-hours defined as the forecasted amount of electricity, as measured in kilowatt-hours, to be delivered by the Company to its Delivery Service Customers over the funding period approved by the Commission over which the factor is to be applied to Customers’ bills.

The Company shall file with the Commission the results of its funding as part of its annual storm fund report.

Any adjustment of the Storm Recovery Adjustment Factor shall be in accordance with a notice filed with the Commission setting forth the amount of the increase or decrease, and the new Storm Recovery Adjustment amount. The notice shall further specify the effective date of such adjustment, which shall not be earlier than thirty days after the filing of the notice, or such other date as the Commission may authorize.

47. Default Energy Service

Default Energy Service shall be available under this Tariff to all Customers, including Customers that return to Company-provided Default Energy Service after receiving Energy Service from a Supplier, as defined in Section 62 of this tariff, or Self-Supply Service.

i. Character of Service

Electricity will be supplied with the same characteristics as specified in the applicable Delivery Service Tariffs.

ii. Default Energy Service Charge

For the purposes of this Tariff, the Customer groups are defined as:

<u>Customer Group</u>	<u>Rate Class</u>
Small Customer Group	D, D-10, D-11, D-12, G-3, M, LED-1, LED-2, T, and V

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Title:                   Jeffrey Faber                    
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Large Customer Group G-1, G-2, EV-L, and EV-M

iii. Small Customer Group Default Energy Service Charges

Rate Effective August 1, 2024 – January 31, 2025 per kWh 10.976¢

iv. Large Customer Group Default Energy Service Charges

	August	September	October	November	December	January
	2024	2024	2024	2024	2024	2025
Rate ¢/kWh	9.324¢	7.858¢	7.008¢	8.629¢	13.537¢	18.651¢

v. Switching to a Supplier or Self-Supply Service

1. On Next Meter Read Date

The Company will normally switch a Customer to a Supplier, as defined in Section 62 of this tariff, or Self-Supply Service upon request of a Customer as of the next Tariffed meter read, provided that notice of the change to a Supplier or Self-Supply Service 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 Default Energy Service to a Supplier or Self-Supply Service, if such a notice is given.

2. Prior to the Next Tariffed Meter Read Date

If switching to a Supplier or Self-Supply Service 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 Default 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 Delivery Service from the Company. Customers who currently receive unmetered Delivery Service must request metered 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.

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NHPUC NO. 21 - ELECTRICITY DELIVERY  
LIBERTY UTILITIES

First Revised Page 30  
Superseding Original Page 30  
Terms and Conditions

iv. Custom Service or Additional Data Provided for a Fee

The Company shall provide Customer Load Analysis to Suppliers. The Supplier is responsible for obtaining the Customer’s authorization to release this information and will be required to maintain confidentiality of the Customer information. The Supplier may not sell or provide this information, in whole or in part, to another party.

1. Custom Reports Charge	\$49.00 per hour
2. Rate Data Charge	\$49.00 per hour
3. Rate Analysis Charge	\$49.00 per hour

50. Off Cycle Meter Read for Switch of Supplier Provision

An Off Cycle Meter Read under this provision is available to an individual Customer receiving metered Delivery Service from the Company under the Company’s Rate G-1, General Service Time-of-Use rate. The availability of this service will be subject to the Company’s ability to render such service.

A Customer requesting an Off Cycle Meter Read agrees to pay the Off Cycle Meter Read Charge included in this provision.

An Off Cycle Meter Read will be performed by the Company at the request of the Customer to facilitate the transfer of a Customer from Default Energy Service to Energy Service provided by a Supplier, as defined in Section 62 of this tariff. There will be a separate Off Cycle Meter Read Charge for a Customer who is telemetered and for a Customer who is non-telemetered. The Company will assess an Off Cycle Meter Read Charge for each Off Cycle Meter Read performed at a Customer’s service location.

1. Telemetered Customer Off Cycle Read Charge	\$78.00
2. Non-Telemetered Customer Off Cycle Read Charge	\$102.00

The Company’s terms and conditions in effect from time to time where not inconsistent with any specific provisions hereof, are a part of this Off Cycle Meter Read for Switch of Supplier.

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62. Terms and Conditions for Suppliers

i. General Applicability

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

ii. Definitions

**Aggregator:** Any entity registered with the DOE to negotiate the purchase of Energy Service for retail Customers in New Hampshire.

**Community Power Aggregation ("CPA"):** A municipality or county approved by the Commission pursuant to RSA 53-E to engage in aggregation of electric customers within its boundaries and that is serving as a load-serving entity in the provision of Energy Service.

**Competitive Electric Power Supplier ("CEPS"):** Any person or entity registered with the DOE that sells or offers to sell all-requirements electricity supply service to retail Customers, including Net Metering Customers, in this state using the transmission or distribution facilities of a utility.

**CEPS Agreement:** The contract between the Company and any entity registered with the DOE serving as load-serving entity in the provision of Energy Service to retail Customers in New Hampshire entered prior to Commission approval in Docket No. DE 23-003.

**Electronic Business Transaction ("EBT") Standards:** The report submitted by the Electronic Data Interchange ("EDI") Working Group to the Commission on April 2, 1998, and approved by Order No. 22,919 on May 4, 1998, and the rules, processes, standards, and procedures of the Massachusetts Electronic Business Transactions Working Group, as may be amended by the Commission or replaced by the Commission with relevant EDI Standards developed specifically for New Hampshire.

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000036



**Energy Service:** The sale of electricity, including ancillary services such as, but not limited to, the provision of reserves, to a Customer by a Supplier.

**Energy Service Supplier (“ESS”) Agreement or ESS Agreement:** The contract between the Company and a Supplier approved in Docket No. DE 23-003.

**ISO-NE:** ISO New England Inc. authorized by the Federal Energy Regulatory Commission to exercise for New England the functions required pursuant to the Commission’s Order No. 2000

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NHPUC NO. 21 - ELECTRICITY DELIVERY  
LIBERTY UTILITIES

First Revised Page 78  
Superseding Original Page 78  
Terms and Conditions for Suppliers

(and its progeny) and the Commission's regulations, and any successor organization (including but not limited to a Regional Transmission Organization).

**Market Participant:** A participant in the New England Market that has executed a Market Participant Service Agreement, or on whose behalf an unexecuted Market Participant Service Agreement has been filed with the FERC.

**Pool Transmission Facilities ("PTF"):** Pool transmission facilities included in the Open Access Transmission Tariff on file with the FERC and any successor agreements.

**Purchase of Receivables ("POR"):** The Company's purchase of accounts receivable at a discount from a Supplier for the provision of Energy Service. The date of implementation of POR, as a part of Consolidated Billing Service, shall be determined by the Commission in Docket No. DE 23-003.

**Settlement Account:** The settlement method (and any successor settlement methodologies) utilized by ISO-NE for its Market Participants, as set forth in the ISO-NE Transmission, Markets and Services Tariff, as amended from time to time, on file as a tariff with the FERC.

**Supplier:** Any CEPS or CPA serving as load-serving entity in the provision of Energy Service to retail Customers in New Hampshire.

iii. Obligation of Parties

Customer shall select one Supplier for each account at any given time for the purposes of the Company (1) reporting the Customer's hourly electric consumption to the ISO-NE, and (2) providing billing services. The Customer must provide the selected Supplier with the information necessary to allow the Supplier to initiate Energy Service, as required by the Supplier.

1. The Company shall:

- a) Arrange for or provide local network transmission services from PTF to the Company's distribution system for each Customer;
- b) Arrange for or provide regional network transmission service over PTF;

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NHPUC NO. 21 - ELECTRICITY DELIVERY  
LIBERTY UTILITIES

First Revised Page 79  
Superseding Original Page 79  
Terms and Conditions for Suppliers

- c) Be responsible for obtaining and maintaining Regional Transmission Service (or its successor);
  - d) Be responsible for the Network Load (as defined in the ISO-NE Transmission, Markets and Services Tariff) associated with its retail customers located in the Company's service area;
  - e) Deliver power over distribution facilities to each Customer delivery point;
  - f) Provide customer service and support for Distribution Service;
  - g) Respond to service interruptions or power quality problems;
  - h) Handle connections and terminations;
  - i) Read Meters;
  - j) Submit bills to Customers for Distribution Service and, if requested by the Supplier, submit bills for Energy Service through Consolidated Billing Service as provided in Section 62(iv)(5)(b);
  - k) Address billing inquiries for Distribution Service and, if contracted by the Supplier, for Energy Service;
  - l) Answer general questions about Distribution Service;
  - m) Report Suppliers' estimated and metered loads, including local network transmission and distribution losses, to the ISO-NE,
  - n) Process the electronic business transactions submitted by Suppliers, and send the necessary electronic business transactions to Suppliers, pursuant to the rules and procedures set forth in the EBT Standards;
  - o) Provide information regarding, at a minimum, tariffs, meter read schedules, and load profiles, on its Internet web site; and
  - p) Provide up to twelve months of a Customer's historic billing data to a Customer or a Supplier, provided that the Supplier has received the appropriate authorization, as applicable. This information shall be provided in electronic form at no charge.
2. The Supplier shall:

- a) Meet the registration requirements established by law or regulation, as applicable, and either (i) be a Market Participant subject to a Settlement Account or (ii) have an agreement in place with a Market Participant whereby the Market Participant agrees to include the load to be served by the Supplier in such Market Participant's Settlement Account;
- b) Be responsible for providing all requirements service to meet each of its Customer's needs and deliver the associated capacity and energy to a point or points of local network interface between the PTF and non-PTF systems;
- c) Give the Company at least sixty (60) days' prior notice of voluntary termination of its status as a Market Participant or termination of the agreement referenced in subsection 2(e) and 2(f) below. The Supplier's right to serve customers will cease to be effective with such termination, however the Supplier will continue to be obligated to settle all financial obligations with the Company which were incurred prior to such termination;
- d) Be responsible for any and all losses incurred on (i) local network transmission systems and distribution systems, as determined by the Company; (ii) PTF, as determined by the ISO-NE; and (iii) facilities linking generation to PTF;

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NHPUC NO. 21 - ELECTRICITY DELIVERY  
LIBERTY UTILITIES

First Revised Page 80  
Superseding Original Page 80  
Terms and Conditions for Suppliers

- e) Prior to Commission approval in Docket No. DE 23-003, enter into a CEPS Agreement with the Company that specifies, among other things, information exchange, problem resolution, and revenue liability. This agreement must be entered into prior to the initiation of Energy Service to any Customer in the Company's service territory. A business initiation fee of \$500.00 will be charged to each Supplier. This fee includes the costs of EDI connectivity and initial set up of the Supplier in the Company's system. Charges for additional services that may be required will be negotiated with each Supplier and included in the CEPS Agreement;
- f) Within forty (40) days following the first day of month after Commission approval in Docket No. DE 23-003, and thereafter, enter an ESS Agreement. A business initiation fee of \$500.00 will be charged to each Supplier that did not enter into a CEPS Agreement prior to Commission approval in Docket No. DE 23-003. This fee includes the costs of EDI connectivity and initial set up of the Supplier in the Company's system. Charges for additional services that may be required will be negotiated with each Supplier and included in the ESS Agreement;
- g) Complete testing of the transactions included in the EBT Standards prior to the initiation of Energy Service to any Customer in the Company's service territory. Such testing shall be in accordance with the rules and procedures set forth in the EBT Standards;
- h) Be responsible for obtaining the necessary authorization, as applicable, from each Customer prior to initiating Energy Service to the Customer;
- i) Be responsible for obtaining the necessary authorization, as applicable, from each Customer prior to requesting the Company to release the historic usage information or Interval Data specific to that Customer to the Supplier.

iv. Provisions of Service

1. Initiation of Energy Service

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

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000040

NHPUC NO. 21 - ELECTRICITY DELIVERY  
LIBERTY UTILITIES

First Revised Page 81  
Superseding Original Page 81  
Terms and Conditions for Suppliers

2. Termination of Energy Service

- a) To terminate Energy Service with a Customer, a Supplier shall submit a “supplier drops customer” transaction, in accordance with the rules and procedures set forth in the EBT Standards. Energy Service shall be terminated on the date of the customer’s next scheduled meter read, provided that the Supplier has submitted this transaction to the Distribution Company no fewer than two (2) business days prior to the meter read date. If the Supplier has not submitted this transaction at least two (2) business days before the meter read date, Energy Service shall be terminated on the date of the Customer’s subsequent meter read. The Company shall send a “confirm drop date” transaction to the Supplier, in accordance with the rules and procedures set forth in the EBT Standards.
- b) To terminate Energy Service with a Supplier, a Customer shall so inform the Supplier who will submit the required “supplier drops customer” transaction. Energy Service shall be terminated on the date of the Customer’s next scheduled meter read.
- c) In those instances when a Customer, who is receiving Energy Service from an existing Supplier, initiates such service with a new Supplier, the new Supplier must submit an EDI enrollment request to the Company. The Company shall send the existing Supplier a “customer drops supplier” transaction, in accordance with the rules and procedures set forth in the EBT Standards.
- d) In the event that a Supplier who entered a CEPS Agreement prior to a final Commission Order in Docket No. DE 23-003 does not enter into an ESS Agreement as required by Section 62(iii)(2)(f), the Company will return its Customers to the Company’s Default Energy Service effective on the scheduled meter read preceding the implementation of POR, respectively.
- e) In cases where the Company uses estimated energy and demand values for billing purposes and the estimated bill coincides with the termination of a Supplier’s Energy Service, the Supplier shall agree to accept the estimated metering values as final values. The Company shall not be obligated to reconcile the estimated values after actual meter reading values are available. Reconciliations of actual meter reads will be at the discretion of the Company.

3. Customer Outages

a) Planned Outages

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

b) Unplanned Outages

In the event of unplanned outages, service will be restored in accordance with good utility practice. The Company may also be called upon from time to time by ISO-NE to implement

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NHPUC NO. 21 - ELECTRICITY DELIVERY  
LIBERTY UTILITIES

First Revised Page 83  
Superseding Original Page 83  
Terms and Conditions for Suppliers

b) Consolidated Billing Service

The Company shall issue a single bill for Energy Service provided by a Supplier and Distribution Service provided by the Company to each Customer.

Suppliers that choose to use Consolidated Billing Service after implementation of POR as approved in Docket No. DE 23-003 shall be automatically enrolled in the Company’s POR and shall be required to sell its account receivables for all of their accounts billed through the Company’s Consolidated Billing Service subject to the applicable Discount Percentage Rate (“DPR”) described in paragraph vii of this section.

The Company shall use the rates supplied by the Supplier to calculate the Supplier’s portion of a Customer’s bill, and integrate this billing with its own billing in a single mailing to the Customer.

The Company shall send a “customer usage and billing information” transaction to the Supplier, in accordance with the rules and procedures set forth in the EBT Standards.

6. Payment Services

The Company shall send a “payment/ adjustment” transaction to the Supplier, in accordance with the rules and procedures set forth in the EBT Standards. Customer revenue due the Supplier shall be transferred to the Supplier in accordance with the ESS Agreement or CEPS Agreement, as applicable, entered into by the Supplier and the Company.

Prior to the implementation of POR, the following payment allocation between the Company and Suppliers shall apply if a Customer pays the Company less than the full amount billed:

- a) Any outstanding Customer loans or deposit obligations with the Company;
- b) Any Company current payment arrangement obligations;
- c) Any Company budget billing arrangement obligations;
- d) Company and Supplier aged accounts receivables, with a priority for the Company’s aged receivables;
- e) Company and Supplier current charges, with a priority for the Company’s current charges; and
- f) Any Company miscellaneous non-electric service product or services.

After the implementation of POR, the Company shall pay each Supplier enrolled in the Company’s POR the full amounts due from its Energy Service Customers, as billed by the Company through Consolidated Billing Service, less the amount determined by applying the applicable DPR, as determined in paragraph vii of this section.

For any Customer that has elected budget billing or is subject to a periodic payment plan agreed to by the Company, the full amounts due to the Supplier for Energy Service shall be based on the Customer’s actual usage, rather than the amount the Customer is billed under the Company’s budget billing program or any such periodic payment plan.

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NHPUC NO. 21 - ELECTRICITY DELIVERY  
LIBERTY UTILITIES

First Revised Page 84  
Superseding Original Page 84  
Terms and Conditions for Suppliers

Any services in addition to initial set up, that require the use of the Company's external EDI vendor, will be charged to the Supplier a per-hour rate.

Business Initiation Fee	\$500.00 one-time fee
Payment Service Customization	\$175.00 per hour

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

v. Definition of Standard Units of Service

1. Billing Demand

Units of billing demand shall be as defined in the Company's applicable Rate Schedule.

2. On-Peak / Off-Peak Period Definitions

The on-peak and off-peak periods shall be as defined in the Company's applicable Rate Schedule.

vi. Determination of Hourly Loads

- For each Supplier, hourly loads for each day shall be estimated or telemetered, and reported daily to the ISO-NE for inclusion in the Supplier's Settlement Account. Hourly load estimates for non-telemetered customers will be based upon load profiles developed for each customer class or Customer of the Company. The total hourly loads will be determined in accordance with the appropriate hourly load for the Company.
- The Company shall normally report previous days' hourly loads to the ISO-NE by a specified time. These loads shall be included in the Supplier's Settlement Account.
- To refine the estimates of the Suppliers' loads that result from the estimated hourly loads, a monthly calculation shall be performed to incorporate the most recent customer usage information, which is available after the monthly meter readings are processed.
- The hourly loads shall be determined consistent with the following steps:
  - The Company shall identify or develop a load profile for each customer class or each Customer for use in each day's daily determination of hourly load.
  - The Company shall calculate a usage factor for each Customer that reflects the Customer's relative usage level.
  - The Company shall develop estimates of hourly load profiles for the previous days for each Supplier such that the sum of the Suppliers' loads equals the hourly metered loads collected each day. Distribution losses,

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Title:                                 Interim President



- which are included in the hourly metered Company loads, shall be fully allocated into Supplier loads.
- d) Transmission losses from local network facilities shall be approximated and added to the Competitive Supplier’s hourly loads.
5. The process of Competitive Supplier load estimation involves statistical samples and estimating error. The Company shall not be responsible for any estimating errors and shall not be liable to the Competitive Suppliers for any costs that are associated with such estimating errors.

vii. Discount Percentage Rate

1. A Supplier electing Consolidated Billing Service under Section 62(iv)(5)(b) shall be required to sell to the Company its accounts receivables for Energy Service for all of their accounts billed through the Company’s Consolidated Billing Service (“receivables”). Such receivables shall be sold by the Supplier to the Company at a discount to allow the Company to recover applicable uncollectible costs, as well as developmental, implementation, administrative, and operational costs. The discount provided to the Company shall equal the applicable Discount Percentage Rate multiplied by the Energy Service receivables.

For the initial period after the implementation of POR through July 31, 2026, the Company shall calculate and apply a single DPR to all receivables purchased from a Supplier. During this initial period, the Company shall track uncollectible expenses associated with the receivables purchased for two groups of Customers: (1) Small Customer Group, as currently defined in Section 47(ii), and (2) Large Customer Group, as defined in Section 47(ii).

For the period beginning August 1, 2026, through July 31, 2027, and every subsequent 12-month period, the Company shall calculate and apply separate DPRs to all receivables purchased from a Supplier for the Small Customer Group and Large Customer Group.

2. DPR Computation

- a) The applicable DPR for each of the two Customer groups shall be comprised of the Uncollectible Percentage (“UP”), the Administrative Cost Percentage (“ACP”), and the Past Period Reconciliation Percentage (“PPRP”). A DPR shall be calculated as follows:

$$DPR_{cg} = UP_{cg} + ACP_{cg} + PPRP_{cg}, \text{ where}$$

CG (The Customer Group) is the Small Customer Group or the Large Customer Group.

DPR<sub>cg</sub> (Discount Percentage Rate for the Customer Group) is to be applied to and deducted from the full amounts of the receivables purchased for Energy Service.

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NHPUC NO. 21 - ELECTRICITY DELIVERY  
LIBERTY UTILITIES

Original Page 85A  
Terms and Conditions for Suppliers

UPcg (Uncollectible Percentage for each Customer Group) is the sum of the net write-offs for Energy Service for the Customer Group, based on actual data from the most recent calendar year, divided by the total amounts billed by the Company for Energy Service provided by the Suppliers, including late payment fees, to that Customer Group.

Notwithstanding the foregoing, during the initial period after POR implementation through July 31, 2026, the single UPcg applicable to receivables purchased from the Supplier for the Large Customer Group and Small Customer Group shall be the total amount of net write-offs by the Company based on actual data for the most recent calendar year, divided by the total amounts billed by the Company, including late payment fees, during that calendar year.

ACPCg (Administrative Cost Percentage for each Customer Group) is the total actual administrative costs and any forecasted incremental costs of POR administration and collection to be recovered for the subsequent year divided by the total amounts billed by the Company for Energy Service provided by Suppliers during the most recent calendar year. Administrative costs shall include costs directly related to the development and implementation of changes to the billing, information, and accounting systems required to implement the billing and payment procedures related to POR into the Company’s Consolidated Billing Service, which shall be amortized and recovered over a five-year period.

PPRPcg (Past Period Reconciliation Percentage for each Customer Group) is, for each month of the reconciliation period, the Actual Uncollectible Costs less the Actual Supplier Discounts Applied, plus Monthly Interest Accrued. The sum of these monthly amounts for the reconciliation period is then divided by Actual Supplier Billings for the reconciliation period. Each of these components is defined as follows:

- i. Actual Uncollectible Costs: the sum of (a) actual net write-offs associated with the receivables purchased by the Company and, (b) actual administrative costs incurred, allocated based on the Actual Supplier Billings, for the applicable Customer Group.
- ii. Actual Supplier Discounts Applied: the sum of the actual discounts applied to Supplier payments during the prior calendar year, for the applicable Customer Group.
- iii. Monthly Interest Accrued: a monthly interest amount calculated on the cumulative variance between Actual Uncollectible Costs and the Actual Supplier Discounts Applied using the Prime Rate. Each month’s interest rate shall be calculated using the Prime Rate effective at the end of such month divided by the number of days in the year multiplied by the number of days in the month.

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iv. Actual Supplier Billings: the total amounts billed by the Company for Energy Service provided by the Supplier, including late payment fees, for the Customer Group for the most recent calendar year.

viii. Payment Date Computation

- a) For Consolidated Billing Service: Payments to Suppliers enrolled in Consolidated Billing Service shall be made monthly based on the combined average payment period for all Customers on the Company's Default Energy Service and Consolidated Billing Service. The same payment date shall apply to both the Small Customer Group and Large Customer Group. The payment date shall be calculated using actual historical data for the most recent calendar year. The payment date shall be on the closest business day approximately equal to the mid-point of the billing month plus the average payment period from billing to utility receipt of customer payments. The payment date shall remain in effect for a 12-month period beginning on August 1 of each year,
- b) For Existing Accounts Receivables: Payments to Suppliers for any existing accounts receivables purchased by the Company, subject to the applicable DPR, shall be made within thirty (30) days of implementation of the POR Program. Existing receivables means Energy Service receivables of a Supplier that were billed under the Company's Consolidated Billing Service prior to POR Program implementation.

ix. Annual Filing

The Company shall calculate and file annually, on or before March 1 of each year following the implementation of POR, providing (1) the calculation of the respective DPRs for the Large Customer Group and Small Customer Group, including related reconciliations for prior periods and (2) the payment date, both of which will take effect on August 1, for the forthcoming 12-month period and such filing shall include documentation supporting all relevant calculations.

The foregoing notwithstanding, for the initial period after the implementation of POR through July 31, 2026, the Company shall calculate and file (1) the single DPR applicable to both the Large Customer Group and Small Customer Group and (2) the payment date on or before March 3, 2025.

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NHPUC NO. 21 - ELECTRICITY DELIVERY  
LIBERTY UTILITIES

~~First Revised Original~~ Page 2  
~~Superseding Original Page 2~~  
Table of Contents

26. Relocation of Equipment on Private Property ..... 16

27. Relocation of Company-Owned Equipment..... 16

28. Relocation of Customer-Owned Equipment..... 17

29. Customer Street Crossings..... 17

30. Holidays ..... 18

31. Conjunctual Service..... 18

32. Customer Choice of Rate..... 18

33. Statement by Agent..... 19

34. Third Party Claims and Non-Negligent Performance..... 19

35. Charges for Temporary Services ..... 19

36. Stranded Cost Charge ..... 19

37. Reliability Enhancement Program and Vegetation Management Plan Adjustment ..... 20

38. Reliability Enhancement Program Capital Investment Allowance ..... 21

39. Transmission Charge ..... 21

40. Electricity Consumption Tax Charge..... 21

41. System Benefits Charge..... 21

42. Late Payment Charge..... 23

43. Provisions for Billing Charges Associated with Meter Diversions and Damage to  
Company Equipment in Connection Therewith ..... 23

44. Electric Assistance Program ..... 24

45. Energy Service Adjustment Provision..... 25

46. Storm Recovery Adjustment Provision ..... 26

47. Default Energy Service ..... 26

48. Optional Enhanced Metering Service Provision..... 27

49. Optional Interval Data Service Provision ..... 28

50. Off Cycle Meter Read for Switch of Supplier Provision..... 30

51. Purchases from Qualifying Facilities..... 31

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NHPUC NO. 21 - ELECTRICITY DELIVERY  
LIBERTY UTILITIES

~~First Revised Original~~ Page 3  
~~Superseding Original Page 3~~  
Table of Contents

52. Interconnection Standards For Inverters Sized Up To 100 KVA ..... 38

53. Simplified Process Interconnection Application and Service Agreement..... 51

54. Terms and Conditions for Simplified Process Interconnections..... 52

55. Certificate of Completion for Simplified Process Interconnections ..... 55

56. Supplemental Review Agreement..... 56

57. Line Extensions – Policy 1: Individual Residential Customers..... 57

58. Line Extensions – Policy 2: Residential Developments ..... 62

59. Line Extensions – Policy 3: Individual Commercial and Industrial Customers ..... 67

60. Line Extensions – Policy 4: Commercial and Industrial Developments ..... 72

61. Schedule of Fees for Line Extensions..... 76

62. Terms and Conditions for ~~Competitive~~ Suppliers ..... ~~779~~

63. Residential Energy Efficiency Loan Program ..... ~~868~~

64. Non-Residential Energy Efficiency Loan Program ..... ~~889~~

Rate D ..... 90

Rate D-10 Optional Peak Load Rate..... 93

General Service Time-of-Use Rate G-1 ..... 95

General Long Hour Service Rate G-2..... 98

General Service Rate G-3 ..... 101

Limited Total Electrical Living Rate T..... 103

Unmetered Electric Service Rate U ..... 105

Limited Commercial Space Heating Rate V..... 106

Outdoor Lighting Service Rate M..... 108

Outdoor Lighting Service Rate LED-1 ..... 114

Outdoor Lighting Service Rate LED-2..... 119

Electric Vehicle Plug In Rate..... 123

Rate D-11 Battery Storage.....124

Summary of Rates.....126

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NHPUC NO. 21 - ELECTRICITY DELIVERY  
LIBERTY UTILITIES

~~First Revised Original Page 5~~  
~~Superseding Original Page 5~~  
Terms and Conditions

2. Definitions

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

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

**Commission:** The New Hampshire Public Utilities Commission.

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

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

**Default Energy Service** (~~“Energy Service”~~): Electric energy, ancillary services, and capacity supplied to a Customer who is not receiving Energy Service from a ~~Competitive Electric Power Supplier, as defined in Section 62 of this tariff~~, or receiving Self-Supply Service. ~~Default Energy Service shall be provided in accordance with Section 47 of this tariff~~ ~~Energy Service Tariff~~ and shall be provided in conjunction with the applicable Delivery Service Rate Schedule.

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

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

**FERC:** The Federal Energy Regulatory Commission.

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

**Local Network:** The distribution facilities which are owned, leased and maintained by the Company, which are located in the state of New Hampshire and that are used to provide Delivery Service under this Tariff.

**Month:** Whenever reference is made to electricity delivered or a payment to be made “in any month”, “each month” or “per month”, it shall mean the electricity delivered in the period between two successive regular monthly meter readings or the payment to be made in respect of such period.

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46. Storm Recovery Adjustment Provision

The Company’s rates for ~~Retail~~ Delivery Service are subject to adjustment to reflect increased or decreased funding to the Company’s Storm Fund (“Storm Fund”) through a Storm Recovery Adjustment Factor. The Company shall implement a factor designed to provide the increased or decreased funding to the Storm Fund at an amount approved by the Commission through the funding period.

The Storm Recovery Adjustment shall be a uniform cents per kilowatt-hour factor applicable to all kilowatt-hours delivered by the Company to customers taking ~~retail-D~~ delivery ~~S~~service under each of the Company’s rates. The factor shall be based on the estimated kilowatt-hours defined as the forecasted amount of electricity, as measured in kilowatt-hours, to be delivered by the Company to its ~~retail-D~~ delivery ~~S~~service ~~C~~customers over the funding period approved by the Commission over which the factor is to be applied to ~~C~~customers’ bills.

The Company shall file with the Commission the results of its funding as part of its annual storm fund report.

Any adjustment of the Storm Recovery Adjustment Factor shall be in accordance with a notice filed with the Commission setting forth the amount of the increase or decrease, and the new Storm Recovery Adjustment amount. The notice shall further specify the effective date of such adjustment, which shall not be earlier than thirty days after the filing of the notice, or such other date as the Commission may authorize.

47. Default Energy Service

Default Energy Service shall be available under this Tariff to all Customers, including Customers that return to Company-provided Default ~~E~~energy-~~supply~~ ~~S~~service after receiving ~~E~~energy ~~S~~service from a ~~Competitive~~ Supplier, as defined in Section 62 of this tariff, or ~~S~~self-~~S~~supply Service.

i. Character of Service

Electricity will be supplied with the same characteristics as specified in the applicable Delivery Service Tariffs.

ii. Default Energy Service Charge

For the purposes of this Tariff, the ~~C~~customer groups are defined as:

<u>Customer Group</u>	<u>Rate Class</u>
Small Customer Group	D, D-10, D-11, D-12, G-3, M, LED-1, LED-2, T <sub>1</sub> and V
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Effective: <del>XX XX, 20XX</del> February 1, 2023	Title: <u>Jeffrey Faber Neil Proudman</u> <u>Interim President</u>

Large Customer Group

G-1, G-2, EV-L, and EV-M

iii. Small Customer Group Default Energy Service Charges

Rate Effective August 1, 2024 – January 31, 2025 per kWh 10.976¢

iv. Large Customer Group Default Energy Service Charges

	August	September	October	November	December	January
	2024	2024	2024	2024	2024	2025
Rate ¢/kWh	9.324¢	7.858¢	7.008¢	8.629¢	13.537¢	18.651¢

v. Switching to a Competitive-Supplier or Self-Supply Service

1. On Next Meter Read Date

The Company will normally switch a Customer to a Competitive-Supplier, as defined in Section 62 of this tariff, or Self-Supply Service 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 Service 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 Default Energy Service to a Competitive-Supplier or Self-Supply Service, if such a notice is given.

2. Prior to the Next Tariffed Meter Read Date

If switching to a Competitive-Supplier or Self-Supply Service 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 Default 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.

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NHPUC NO. 21 - ELECTRICITY DELIVERY  
LIBERTY UTILITIES

~~First Revised Original~~ Page 30  
~~Superseding Original Page 30~~  
Terms and Conditions

iv. Custom Service or Additional Data Provided for a Fee

The Company shall provide Customer Load Analysis to Suppliers. The Supplier is responsible for obtaining the Customer’s authorization to release this information and will be required to maintain confidentiality of the Customer information. The Supplier may not sell or provide this information, in whole or in part, to another party.

- |                          |                  |
|--------------------------|------------------|
| 1. Custom Reports Charge | \$49.00 per hour |
| 2. Rate Data Charge      | \$49.00 per hour |
| 3. Rate Analysis Charge  | \$49.00 per hour |

50. Off Cycle Meter Read for Switch of Supplier Provision

An Off Cycle Meter Read under this provision is available to an individual Customer receiving metered ~~retail-D~~delivery Sservice from the Company under the Company’s Rate G-1, General Service Time-of-Use rate. The availability of this service will be subject to the Company’s ability to render such service.

A Customer requesting an Off Cycle Meter Read agrees to pay the Off Cycle Meter Read Charge included in this provision.

An Off Cycle Meter Read will be performed by the Company at the request of the Customer to facilitate the transfer of a Customer from of Default Eenergy Sservice to between the Company-supplied Energy Service and Competitive Supplier Eenergy Sservice provided by a Supplier, as defined in Section 62 of this tariff. There will be a separate Off Cycle Meter Read Charge for a Customer who is telemetered and for a Customer who is non-telemetered. The Company will assess an Off Cycle Meter Read Charge for each Off Cycle Mmeter Read performed at a Customer’s service location.

- |   |          |
|---|----------|
| 1. Telemetered Customer Off Cycle Read Charge     | \$78.00  |
| 2. Non-Telemetered Customer Off Cycle Read Charge | \$102.00 |

The Company’s terms and conditions in effect from time to time where not inconsistent with any specific provisions hereof, are a part of this Off Cycle Meter Read for Switch of Supplier.

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NHPUC NO. 21 - ELECTRICITY DELIVERY  
LIBERTY UTILITIES

~~First Revised Original~~ Page 34  
~~Superseding Original~~ Page 34  
Purchases from Qualifying Facilities

## 2. Metering

Each Customer-generator will be required to have a bidirectional net meter installed and owned by the Company at no cost to the Customer. Each Customer-generator will have the option to have a production meter installed and owned by the Company at no cost to the Customer.

## 3. Billing

Customer-generators with installations of 100 kW (AC) or less will be billed for the net electricity imported during each billing period under the same rate schedule that the Customer would be billed if it had no generation, except that the Stranded Cost Charge, System Benefits Charge, ~~Electricity Consumption Tax~~, and Storm Recovery Adjustment Factor will be billed on the full amount of electricity imported by the Customer during each billing period.

Customer-generators with installations of 100 kW (AC) or less will be credited over subsequent billing periods for the net surplus electricity exported into the distribution system during each billing period for Default Energy Service, Transmission, and twenty-five percent (25%) of the Distribution rate under the same rate schedule. No credit will be applicable for the System Benefits Charge, ~~Electricity Consumption Tax~~, and Storm Recovery Adjustment Factor.

Customer-generators with installations over 100 kW (AC) will be billed under the same rate schedule that the Customer would be billed if it had no generation.

Customers with installations over 100 kW (AC) will be credited over subsequent billing periods for surplus electricity exported into the distribution system for Default Energy Service. No credit will be applied for any other retail delivery rates.

Small Customer-generators will receive a monetary credit over subsequent billing periods for the net surplus electricity exported into the distribution system and will not accumulate surplus kWh following each applicable billing period. Large Customer-generators will receive a monetary credit over subsequent billing periods for surplus electricity exported into the distribution system and will not accumulate surplus kWh following each applicable billing period.

For Customer-generators taking Energy Service from a ~~Competitive~~ Supplier, as defined in Section 62 of this tariff, the ~~Competitive~~ Supplier may determine the terms, conditions, and prices under which it agrees to provide generation supply to and purchase net generation output from the Customer-generators. The Customer will not receive monetary credit over subsequent billing periods for net surplus electricity from the Company for supply. If net energy usage is less than zero, ~~{small Customer-generators}~~ that do not receive Default Energy Service from the Company will receive a monetary bill credit for their net electric exports during each billing period calculated at twenty-five percent (25%) of any Distribution charges assessed on a per-kilowatt-hour basis; and any Transmission charges assessed on a per-kilowatt-hour basis.

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62. Terms and Conditions for ~~Competitive~~ Suppliers

i. General Applicability

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

ii. Definitions

**Aggregator:** Any entity registered with the ~~Commission~~DOE to negotiate the purchase of ~~electric supply~~Energy Sservices for retail Customers in New Hampshire.

**Community Power Aggregation ("CPA"):** A municipality or county approved by the Commission pursuant to RSA 53-E to engage in aggregation of electric customers within its boundaries and that is serving as a load-serving entity in the provision of Energy Service.

**Competitive Electric Power Supplier ("CEPS"):** Any person or entity registered with the DOE that sells or offers to sell all-requirements electricity supply service to retail Customers, including Net Metering Customers, in this state using the transmission or distribution facilities of a utility.

**CEPS Agreement:** The contract between the Company and any entity registered with the DOE serving as load-serving entity in the provision of Energy Service to retail Customers in New Hampshire entered prior to Commission approval in Docket No. DE 23-003.~~the Competitive Supplier referenced in Section 2.e. below.~~

**~~Competitive Supplier or Supplier:~~** ~~Any entity registered with the Commission to sell electricity to retail Customers in New Hampshire.~~

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NHPUC NO. 21 - ELECTRICITY DELIVERY  
LIBERTY UTILITIES

~~First Revised Original~~ Page 77  
~~Superseding Original~~ Page 77

Terms and Conditions for ~~Competitive~~ Suppliers

~~**Electronic Business Transaction**~~ ~~DI (“EBT”) Standards Working Group Report:~~ The report submitted by the Electronic Data Interchange (“EDI”) Working Group to the Commission on April 2, 1998, and approved by Order No. 22,919 on May 4, 1998, and the rules, processes, standards, and procedures of the Massachusetts Electronic Business Transactions Working Group, as may be amended by the Commission or replaced by the Commission with relevant EDI Standards developed specifically for New Hampshire. ~~The report is available on the Commission’s website.~~  
~~**Energy Service:** The sale of electricity, including ancillary services such as, but not limited to, the provision of reserves, to a Customer by a Competitive Supplier.~~

~~**ISO-NE:** ISO New England Inc., authorized by the Federal Energy Regulatory Commission to exercise for New England the functions required pursuant to the Commission’s Order No. 20~~

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NHPUC NO. 21 - ELECTRICITY DELIVERY  
LIBERTY UTILITIES

Original Page 77A  
Terms and Conditions for Suppliers

**Energy Service:** The sale of electricity, including ancillary services such as, but not limited to, the provision of reserves, to a Customer by a Supplier.

**Energy Service Supplier (“ESS”) Agreement or ESS Agreement:** The contract between the Company and a Supplier approved in Docket No. DE 23-003.

**ISO-NE:** ISO New England Inc. authorized by the Federal Energy Regulatory Commission to exercise for New England the functions required pursuant to the Commission’s Order No. 2000

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NHPUC NO. 21 - ELECTRICITY DELIVERY  
LIBERTY UTILITIES

~~First Revised Original~~ Page 78  
~~Superseding Original Page 78~~

Terms and Conditions for ~~Competitive~~ Suppliers

(and its progeny) and the Commission's regulations, and any successor organization (including but not limited to a Regional Transmission Organization).

**Market Participant:** A participant in the New England Market that has executed a Market Participant Service Agreement, or on whose behalf an unexecuted Market Participant Service Agreement has been filed with the FERC.

~~NEPOOL: New England Power Pool and its successors.~~

~~NEPOOL Agreement: The Second Restated New England Power Pool Agreement dated as of February 1, 2005, as amended or accepted by the Commission and as may be amended, modified, superseded, supplemented and/or restated from time to time.~~

**Pool Transmission Facilities ("PTF"):** Pool transmission facilities included in the Open Access Transmission Tariff on file with the ~~Federal Energy Regulatory Commission~~ FERC and any successor agreements.

**Purchase of Receivables ("POR"):** The Company's purchase of accounts receivable at a discount from a Supplier for the provision of Energy Service. The date of implementation of POR, as a part of Consolidated Billing Service, shall be determined by the Commission in Docket No. DE 23-003.

**Settlement Account:** The settlement method (and any successor settlement methodologies) utilized by ISO-NE for its Market Participants, as set forth in the ISO-NE Transmission, Markets and Services Tariff, as amended from time to time, on file as a tariff with the ~~Federal Energy Regulatory Commission~~ FERC.

**Supplier:** Any CEPS or CPA serving as load-serving entity in the provision of Energy Service to retail Customers in New Hampshire.

iii. Obligation of Parties

Customer shall select one ~~Competitive~~ Supplier for each account at any given time for the purposes of the Company (1) reporting the Customer's hourly electric consumption to the ISO-NE, and (2) providing billing services. The Customer must provide the selected ~~Competitive~~ Supplier with the information necessary to allow the ~~Competitive~~ Supplier to initiate Energy Service, as required by the ~~Competitive~~ Supplier. ~~A Customer may choose only a Competitive Supplier that is registered by the Commission.~~

1. The Company shall:

- a) Arrange for or provide local network transmission services from PTF to the Company's distribution system for each Customer;
- b) Arrange for or provide regional network transmission service over PTF;

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NHPUC NO. 21 - ELECTRICITY DELIVERY  
LIBERTY UTILITIES

~~First Revised Original~~ Page 78  
~~Superseding Original~~ Page 78

Terms and Conditions for ~~Competitive~~ Suppliers

- ~~e) Be responsible for obtaining and maintaining Regional Transmission Service (or its successor);~~
- ~~d) Be responsible for the Network Load (as defined in the ISO-NE Transmission, Markets and Services Tariff) associated with its retail customers located in the Company's service area;~~
- ~~e) Deliver power over distribution facilities to each Customer Delivery Point;~~
- ~~f) Provide customer service and support for Distribution Service;~~
- ~~g) Respond to service interruptions or power quality problems;~~

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NHPUC NO. 21 - ELECTRICITY DELIVERY  
LIBERTY UTILITIES

~~First Revised Original~~ Page 79  
~~Superseding Original Page 79~~

Terms and Conditions for ~~Competitive~~ Suppliers

- ~~c) Be responsible for obtaining and maintaining Regional Transmission Service (or its successor);~~
- ~~d) Be responsible for the Network Load (as defined in the ISO-NE Transmission, Markets and Services Tariff) associated with its retail customers located in the Company's service area;~~
- ~~e) Deliver power over distribution facilities to each Customer delivery point;~~
- ~~f) Provide customer service and support for Distribution Service;~~
- ~~g) Respond to service interruptions or power quality problems;~~
- ~~e)h) Handle connections and terminations;~~
- ~~d)i) Read Meters;~~
- ~~e)j) Submit bills to Customers for Distribution Service and, if requested by the Competitive Supplier, submit bills for Energy Service through Consolidated Billing Service as provided in Section 62(iv)(5)(b);~~
- ~~f)k) Address billing inquiries for Distribution Service and, if contracted by the Competitive Supplier, for Energy Service;~~
- ~~g)l) Answer general questions about Distribution Service;~~
- ~~h)m) Report Competitive Suppliers' estimated and metered loads, including local network transmission and distribution losses, to the ISO-NE,~~
- ~~i)n) Process the electronic business transactions submitted by Competitive Suppliers, and send the necessary electronic business transactions to Competitive Suppliers, pursuant to below, and the rules and procedures set forth in the EBT EDI Standards Working Group Report;~~
- ~~j)o) Provide information regarding, at a minimum, tariffs, meter read schedules, and load profiles, on its Internet web site; and~~
- ~~k)p) Provide up to twelve months of a Customer's historic billing data to a Customer or a Competitive Supplier, provided that the Competitive Supplier has received the appropriate authorization, as applicable. This information shall be provided in electronic form at no charge.~~

2. The ~~Competitive~~ Supplier shall:

- ~~a) Meet the registration and licensing requirements established by law or regulation, as applicable, and either (i) be a Market Participant subject to a Settlement Account or (ii) have an agreement in place with a Market Participant whereby the Market Participant agrees to include the load to be served by the Competitive Supplier in such Market Participant's Settlement Account;~~
- ~~b) Be responsible for providing all requirements service to meet each of its Customer's needs and deliver the associated capacity and energy to a point or points of local network interface between the PTF and non-PTF systems;~~
- ~~c) Give the Company at least ~~60~~ sixty (60) days' prior notice of voluntary termination of its status as a Market Participant or termination of the agreement referenced in subSection 2 ~~(-e) and 2(f)~~, below. The Competitive Supplier's right to serve customers will cease to be effective with such termination, however the Supplier will continue to be obligated to settle all financial obligations with the Company which were incurred prior to such termination;~~
- ~~d) Be responsible for any and all losses incurred on (i) local network transmission systems and distribution systems, as determined by the~~

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NHPUC NO. 21 - ELECTRICITY DELIVERY  
LIBERTY UTILITIES

~~First Revised Original~~ Page 79  
~~Superseding Original~~ Page 79

Terms and Conditions for ~~Competitive~~ Suppliers

Company; (ii) PTF, as determined by the ISO-NE; and (iii) facilities linking generation to PTF;

~~e)d) Enter into a CEPS Agreement with the Company that specifies, among other things, information exchange, problem resolution, and revenue liability. This agreement must be entered into prior to the initiation of Energy Service to any Customer in the Company's service territory. A business initiation fee of \$500.00 will be charged to each Competitive Supplier. This fee includes the costs of EDI connectivity and initial set up~~

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NHPUC NO. 21 - ELECTRICITY DELIVERY  
LIBERTY UTILITIES

~~First Revised Original~~ Page 80  
~~Superseding Original~~ Page 80

Terms and Conditions for ~~Competitive~~ Suppliers

- e) Prior to Commission approval in Docket No. DE 23-003, enter into a CEPS Agreement with the Company that specifies, among other things, information exchange, problem resolution, and revenue liability. This agreement must be entered into prior to the initiation of Energy Service to any Customer in the Company's service territory. A business initiation fee of \$500.00 will be charged to each Supplier. This fee includes the costs of EDI connectivity and initial set up of the ~~Competitive~~ Supplier in the Company's system. Charges for additional services that may be required will be negotiated with each ~~Competitive~~ Supplier and included in the CEPS Agreement;
- f) Within forty (40) days following the first day of month after Commission approval in Docket No. DE 23-003, and thereafter, enter an ESS Agreement. A business initiation fee of \$500.00 will be charged to each Supplier that did not enter into a CEPS Agreement prior to Commission approval in Docket No. DE 23-003. This fee includes the costs of EDI connectivity and initial set up of the Supplier in the Company's system. Charges for additional services that may be required will be negotiated with each Supplier and included in the ESS Agreement;
- e)g) Complete testing of the transactions included in the ~~EDI-EBT Standards Working Group Report~~ prior to the initiation of Energy Service to any Customer in the Company's service territory. Such testing shall be in accordance with the rules and procedures set forth in the ~~\_-EBT Standards Report~~;
- f)h) Be responsible for obtaining the necessary authorization, as applicable, from each Customer prior to initiating Energy Service to the Customer;
- g)i) Be responsible for obtaining the necessary authorization, as applicable, from each Customer prior to requesting the Company to release the historic usage information or Interval Data specific to that Customer to the ~~Competitive~~ Supplier. ~~Such authorization shall consist of (i) a letter of authorization; (ii) electronic transmission to a competitive supplier; or (iii) a written authorization provided to a registered Aggregator.~~

iv. Provisions of Service

1. Initiation of Energy Service

- a) To initiate Energy Service to a Customer, the ~~Competitive~~ Supplier shall submit an "enroll customer" transaction to the Company, in accordance with the rules and procedures set forth in the ~~EDI-EBT Standards Working Group Report~~. The ~~Competitive~~ Supplier shall hold the "enroll customer" transaction until any applicable right of rescission has lapsed.
- b) If the information on the enrollment transaction is correct, the Company shall send the ~~Competitive~~ Supplier a "successful enrollment" transaction, in accordance with the rules and procedures set forth in the ~~EDI-EBT Standards Working Group Report~~.
- c) Energy Service shall commence on the date of the Customer's next scheduled meter read, provided that the Supplier has submitted the enrollment transaction to the ~~Distribution~~ Company no fewer than two (2) business days prior to the next meter read date. \_\_\_\_\_

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NHPUC NO. 21 - ELECTRICITY DELIVERY  
LIBERTY UTILITIES

~~First Revised Original~~ Page 80  
~~Superseding Original Page 80~~

Terms and Conditions for ~~Competitive~~ Suppliers

- d) If the Supplier has not submitted the enrollment transaction at least two (2) business days before the next meter read date, Energy Service shall commence on the date of the Customer's subsequent scheduled meter read.
- ~~a)e)~~ If more than one ~~Competitive~~ Supplier submits an enrollment transaction for a given Customer during the same enrollment period, the first transaction that is received by the ~~Distribution~~ Company shall be accepted. All other transactions shall be rejected. Rejected transactions may be resubmitted during the customer's next enrollment period.

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Title: ~~Jeffrey Faber~~ ~~Susan L. Fleek~~  
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2. Termination of Energy Service

- a) To terminate Energy Service with a Customer, a Supplier shall submit a “supplier drops customer” transaction, in accordance with the rules and procedures set forth in the EBT Standards. Energy Service shall be terminated on the date of the customer’s next scheduled meter read, provided that the Supplier has submitted this transaction to the Distribution Company no fewer than two (2) business days prior to the meter read date. If the ~~Competitive~~ Supplier has not submitted this transaction at least two (2) business days before the meter read date, Energy Service shall be terminated on the date of the Customer’s subsequent meter read. The ~~Distribution~~ Company shall send a “confirm drop date” transaction to the ~~Competitive~~ Supplier, in accordance with the rules and procedures set forth in the ~~EDI EBT Standards Working Group Report~~.
- b) To terminate Energy Service with a ~~Competitive~~ Supplier, a Customer shall so inform the ~~Competitive~~ Supplier who will submit the required “supplier drops customer” transaction. Energy Service shall be terminated on the date of the Customer’s next scheduled meter read.
- c) In those instances when a Customer, who is receiving Energy Service from an existing ~~Competitive~~ Supplier, initiates such service with a new ~~Competitive~~ Supplier, the new ~~Competitive~~ Supplier must submit an EDI enrollment request to the Company. The Company shall send the existing ~~Competitive~~ Supplier a “customer drops supplier” transaction, in accordance with the rules and procedures set forth in the ~~EDI EBT Standards Working Group Report~~.
- d) In the event that a Supplier who entered a CEPS Agreement prior to a final Commission Order in Docket No. DE 23-003 does not enter into an ESS Agreement as required by Section 62(iii)(2)(f), the Company will return its Customers to the Company’s Default Energy Service effective on the scheduled meter read preceding the implementation of POR, respectively.
- e) In cases where the Company uses estimated energy and demand values for billing purposes and the estimated bill coincides with the termination of a Supplier’s Energy Service, the Supplier shall agree to accept the estimated metering values as final values. The Company shall not be obligated to reconcile the estimated values after actual meter reading values are available. Reconciliations of actual meter reads will be at the discretion of the Company.

2.3. Customer Outages

~~d~~a) Planned Outages

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

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NHPUC NO. 21 - ELECTRICITY DELIVERY  
LIBERTY UTILITIES

~~First Revised Original~~ Page 81  
~~Superseding Original Page 81~~

Terms and Conditions for ~~Competitive~~ Suppliers

~~e)b)~~        Unplanned Outages

In the event of unplanned outages, service will be restored in accordance with good utility practice. The Company may also be called upon from time to time by ISO--~~New England~~ to implement ~~voltage reductions or load shed procedures to protect the security of the bulk power grid. The Company shall not be liable for any revenue losses to the Competitive Supplier as a result of any such disconnection(s).~~

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NHPUC NO. 21 - ELECTRICITY DELIVERY  
LIBERTY UTILITIES

~~First Revised Original~~ Page 82  
~~Superseding Original Page 82~~

Terms and Conditions for ~~Competitive~~ Suppliers

voltage reductions or load shed procedures to protect the security of the bulk power grid. The Company shall not be liable for any revenue losses to the Supplier as a result of any such disconnection(s).

4. Metering

a) Meter Reading

The Company shall meter each Customer in accordance with tariff provisions.

Each Customer shall be metered or estimated such that the loads can be reported to ISO-NE for inclusion in the ~~Competitive~~ Supplier's, or the ~~Competitive~~ Supplier's wholesale provider's Settlement Account.

b) Ownership of Metering Equipment

Should a Customer or ~~Competitive~~ Supplier request a metering device outside of the Company's current metering equipment or request that a communication device be attached to the existing meter, the Company shall provide, install, test, and maintain the requested metering or communication device. The requested meter or communication device must meet the Company's requirements.

The Customer or ~~Competitive~~ Supplier shall bear the cost of providing and installing the meter or communication device. Upon installation, the meter or communication device shall become the property of the Company and will be maintained by the Company. The Company shall complete installation of the meter or communication device, if reasonably possible, within thirty (30) days of receiving a written request from the Customer or ~~Competitive~~ Supplier. The Company shall bill the Customer or ~~Competitive~~ Supplier upon installation.

5. Billing Service

~~The Company shall provide a single bill, reflecting unbundled charges for electric service, to Customers who receive Energy Service.~~ The Company shall offer two billing service options to ~~Competitive~~ Suppliers providing Energy Service to Customers: a) Standard Billing Service; and b) Consolidated Billing Service. The ~~Competitive~~ Supplier shall inform the Company of the selected billing option, in accordance with the rules and procedures set forth in the ~~ED/EBT Standards~~ Working Group Report.

~~e)a)~~ Standard Billing Service

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

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NHPUC NO. 21 - ELECTRICITY DELIVERY  
LIBERTY UTILITIES

~~First Revised Original~~ Page 82  
~~Superseding Original~~ Page 82

Terms and Conditions for ~~Competitive~~ Suppliers

The Company shall send a “customer usage information” transaction to the Supplier, in accordance with the rules and procedures set forth in the EDI Standards.

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NHPUC NO. 21 - ELECTRICITY DELIVERY  
LIBERTY UTILITIES

~~First Revised Original~~ Page 83  
~~Superseding Original~~ Page 83

Terms and Conditions for ~~Competitive~~ Suppliers

~~The Company shall send a “customer usage information” transaction to the Competitive Supplier, in accordance with the rules and procedures set forth in the EDI Working Group Report.~~

b) Consolidated Billing Service

The Company shall issue a single ~~unbundled~~ bill for ~~Energy electric~~ Service provided by a Supplier and Distribution Service provided by the Company to each Customer.

Suppliers that choose to use Consolidated Billing Service after implementation of POR as approved in Docket No. DE 23-003 shall be automatically enrolled in the Company’s POR and shall be required to sell its account receivables for all of their accounts billed through the Company’s Consolidated Billing Service subject to the applicable Discount Percentage Rate (“DPR”) described in paragraph vii of this section.

The Company shall use the rates supplied by the ~~Competitive~~ Supplier to calculate the ~~Competitive~~ Supplier’s portion of a Customer’s bill, and integrate this billing with its own billing in a single mailing to the Customer.

The Company shall send a “customer usage and billing information” transaction to the ~~Competitive~~ Supplier, in accordance with the rules and procedures set forth in the ~~EDI/EBT Standards Working Group Report~~.

6. Payment Services

~~Upon receipt of Customer payments, T~~he Company shall send a “payment/ adjustment” transaction to the ~~Competitive~~ Supplier, in accordance with the rules and procedures set forth in the ~~EDI/EBT Standards Working Group Report~~. Customer revenue due the ~~Competitive~~ Supplier shall be transferred to the ~~Competitive~~ Supplier in accordance with the ESS Agreement or CEPS Agreement, as applicable, entered into by the ~~Competitive~~ Supplier and the Company.

Prior to the implementation of POR, the following payment allocation between the Company and ~~Competitive~~ Suppliers shall apply if a Customer pays the Company less than the full amount billed:

- a) Any outstanding ~~C~~ustomer loans or deposit obligations with the Company;
- b) Any Company current payment arrangement obligations;
- c) Any Company budget billing arrangement obligations;
- d) Company and Supplier aged accounts receivables, with a priority for the Company’s aged receivables;
- e) Company and Supplier current charges, with a priority for the Company’s current charges; and
- f) Any Company miscellaneous non-electric service product or services.

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NHPUC NO. 21 - ELECTRICITY DELIVERY  
LIBERTY UTILITIES

~~First Revised Original~~ Page 83  
~~Superseding Original~~ Page 83

Terms and Conditions for ~~Competitive~~ Suppliers

After the implementation of POR, the Company shall pay each Supplier enrolled in the Company's POR the full amounts due from its Energy Service Customers, as billed by the Company through Consolidated Billing Service, less the amount determined by applying the applicable DPR, as determined in paragraph vii of this section.

For any Customer that has elected budget billing or is subject to a periodic payment plan agreed to by the Company, the full amounts due to the Supplier for Energy Service shall be based on the Customer's actual usage, rather than the amount the Customer is billed under the Company's budget billing program or any such periodic payment plan.

~~Any services in addition to initial set up, that requires the use of the Company's external EDI vendor, will be charged to the supplier a per-hour rate.~~

Business Initiation Fee	\$500.00 one-time fee
Payment Service Customization	\$175.00 per hour

Issued: ~~XX XX, 20XX~~ July 1, 2020

Issued by: ~~/s/ Jeffrey Faber~~ ~~Susan L. Fleek~~

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NHPUC NO. 21 - ELECTRICITY DELIVERY  
LIBERTY UTILITIES

~~First Revised Original~~ Page 84  
~~Superseding Original Page 84~~

Terms and Conditions for ~~Competitive~~ Suppliers

Any services in addition to initial set up, that require the use of the Company's external EDI vendor, will be charged to the Supplier a per-hour rate.

<u>Business Initiation Fee</u>	<u>\$500.00 one-time fee</u>
<u>Payment Service Customization</u>	<u>\$175.00 per hour</u>

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

v. Definition of Standard Units of Service

1. Billing Demand

Units of billing demand shall be as defined in the Company's applicable Rate Schedule.

2. On-Peak / Off-Peak Period Definitions

The on-peak and off-peak periods shall be as defined in the Company's applicable Rate Schedule.

vi. Determination of Hourly Loads

1. For each ~~Competitive~~ Supplier, hourly loads for each day shall be estimated or telemetered, and reported daily to the ISO-NE for inclusion in the ~~Competitive~~ Supplier's Settlement Account. Hourly load estimates for non-telemetered customers will be based upon load profiles developed for each customer class or Customer of the Company. The total hourly loads will be determined in accordance with the appropriate hourly load for the Company.
2. The Company shall normally report previous days' hourly loads to the ISO-NE by a specified time. These loads shall be included in the ~~Competitive~~ Supplier's Settlement Account.
3. To refine the estimates of the ~~Competitive~~ Suppliers' loads that result from the estimated hourly loads, a monthly calculation shall be performed to incorporate the most recent customer usage information, which is available after the monthly meter readings are processed.
4. The hourly loads shall be determined consistent with the following steps:
  - a) The Company shall identify or develop a load profile for each customer class or each Customer for use in each day's daily determination of hourly load.
  - b) The Company shall calculate a usage factor for each Customer that reflects the Customer's relative usage level.
  - c) The Company shall develop estimates of hourly load profiles for the previous days for each ~~Competitive~~ Supplier such that the sum of the ~~Competitive~~ Suppliers' loads equals the hourly metered loads collected

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NHPUC NO. 21 - ELECTRICITY DELIVERY  
LIBERTY UTILITIES

~~First Revised Original~~ Page 84  
~~Superseding Original~~ Page 84

Terms and Conditions for ~~Competitive~~ Suppliers

each day. Distribution losses, ~~which are included in the hourly metered Company loads, shall be fully allocated into Competitive Supplier loads.~~

Issued: ~~XX XX, 20XX~~ July 1, 2020

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000071

which are included in the hourly metered Company loads, shall be fully allocated into Supplier loads.

d) Transmission losses from local network facilities shall be approximated and added to the Competitive Supplier’s hourly loads.

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

vii. Discount Percentage Rate

1. A Supplier electing Consolidated Billing Service under Section 62(iv)(5)(b) shall be required to sell to the Company its accounts receivables for Energy Service for all of their accounts billed through the Company’s Consolidated Billing Service (“receivables”). Such receivables shall be sold by the Supplier to the Company at a discount to allow the Company to recover applicable uncollectible costs, as well as developmental, implementation, administrative, and operational costs. The discount provided to the Company shall equal the applicable Discount Percentage Rate multiplied by the Energy Service receivables.

For the initial period after the implementation of POR through July 31, 2026, the Company shall calculate and apply a single DPR to all receivables purchased from a Supplier. During this initial period, the Company shall track uncollectible expenses associated with the receivables purchased for two groups of Customers: (1) Small Customer Group, as currently defined in Section 47(ii), and (2) Large Customer Group, as defined in Section 47(ii).

For the period beginning August 1, 2026, through July 31, 2027, and every subsequent 12-month period, the Company shall calculate and apply separate DPRs to all receivables purchased from a Supplier for the Small Customer Group and Large Customer Group.

2. DPR Computation

a) The applicable DPR for each of the two Customer groups shall be comprised of the Uncollectible Percentage (“UP”), the Administrative Cost Percentage (“ACP”), and the Past Period Reconciliation Percentage (“PPRP”). A DPR shall be calculated as follows:

$DPR_{cg} = UP_{cg} + ACP_{cg} + PPRP_{cg}$ , where

CG (The Customer Group) is the Small Customer Group or the Large Customer Group.

DPR<sub>cg</sub> (Discount Percentage Rate for the Customer Group) is to be applied to and deducted from the full amounts of the receivables

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NHPUC NO. 21 - ELECTRICITY DELIVERY  
LIBERTY UTILITIES

~~First Revised Original~~ Page 85  
~~Superseding Original~~ Page 85

Terms and Conditions for ~~Competitive~~ Suppliers

purchased for Energy Service.

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000073

UPcg (Uncollectible Percentage for each Customer Group) is the sum of the net write-offs for Energy Service for the Customer Group, based on actual data from the most recent calendar year, divided by the total amounts billed by the Company for Energy Service provided by the Suppliers, including late payment fees, to that Customer Group.

Notwithstanding the foregoing, during the initial period after POR implementation through July 31, 2026, the single UPcg applicable to receivables purchased from the Supplier for the Large Customer Group and Small Customer Group shall be the total amount of net write-offs by the Company based on actual data for the most recent calendar year, divided by the total amounts billed by the Company, including late payment fees, during that calendar year.

ACPcg (Administrative Cost Percentage for each Customer Group) is the total actual administrative costs and any forecasted incremental costs of POR administration and collection to be recovered for the subsequent year divided by the total amounts billed by the Company for Energy Service provided by Suppliers during the most recent calendar year. Administrative costs shall include costs directly related to the development and implementation of changes to the billing, information, and accounting systems required to implement the billing and payment procedures related to POR into the Company's Consolidated Billing Service, which shall be amortized and recovered over a five-year period.

PPRPcg (Past Period Reconciliation Percentage for each Customer Group) is, for each month of the reconciliation period, the Actual Uncollectible Costs less the Actual Supplier Discounts Applied, plus Monthly Interest Accrued. The sum of these monthly amounts for the reconciliation period is then divided by Actual Supplier Billings for the reconciliation period. Each of these components is defined as follows:

- i. Actual Uncollectible Costs: the sum of (a) actual net write-offs associated with the receivables purchased by the Company and, (b) actual administrative costs incurred, allocated based on the Actual Supplier Billings, for the applicable Customer Group.
- i.ii. Actual Supplier Discounts Applied: the sum of the actual discounts applied to Supplier payments during the prior calendar year, for the applicable Customer Group.
- ii.iii. Monthly Interest Accrued: a monthly interest amount calculated on the cumulative variance between Actual Uncollectible Costs and the Actual Supplier Discounts Applied using the Prime Rate. Each month's interest rate shall be calculated using the Prime Rate effective at the end of such month divided by the number of days in the year multiplied by the number of days in the month.

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Jeffrey Faber  
Effective: XX XX, 20XX Title: Interim President

iv. Actual Supplier Billings: the total amounts billed by the Company for Energy Service provided by the Supplier, including late payment fees, for the Customer Group for the most recent calendar year.

viii. Payment Date Computation

- a) For Consolidated Billing Service: Payments to Suppliers enrolled in Consolidated Billing Service shall be made monthly based on the combined average payment period for all Customers on the Company's Default Energy Service and Consolidated Billing Service. The same payment date shall apply to both the Small Customer Group and Large Customer Group. The payment date shall be calculated using actual historical data for the most recent calendar year. The payment date shall be on the closest business day approximately equal to the mid-point of the billing month plus the average payment period from billing to utility receipt of customer payments. The payment date shall remain in effect for a 12-month period beginning on August 1 of each year,
- b) For Existing Accounts Receivables: Payments to Suppliers for any existing accounts receivables purchased by the Company, subject to the applicable DPR, shall be made within thirty (30) days of implementation of the POR Program. Existing receivables means Energy Service receivables of a Supplier that were billed under the Company's Consolidated Billing Service prior to POR Program implementation.

ix. Annual Filing

The Company shall calculate and file annually, on or before March 1 of each year following the implementation of POR, providing (1) the calculation of the respective DPRs for the Large Customer Group and Small Customer Group, including related reconciliations for prior periods and (2) the payment date, both of which will take effect on August 1, for the forthcoming 12-month period and such filing shall include documentation supporting all relevant calculations.

The foregoing notwithstanding, for the initial period after the implementation of POR through July 31, 2026, the Company shall calculate and file (1) the single DPR applicable to both the Large Customer Group and Small Customer Group and (2) the payment date on or before March 3, 2025.

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