

STATE OF NEW HAMPSHIRE
BEFORE THE
PUBLIC UTILITIES COMMISSION

Docket No. DG 23-003

Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty
Proposed Purchase of Receivables Program

REVISED DIRECT TESTIMONY

OF

ROBERT GARCIA

January 9, 2025



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1 **I. INTRODUCTION AND PURPOSE**

2 **Q. What are your full names, business addresses, and positions?**

3 A. My name is Robert Garcia.¹ My business address is 15 Buttrick Road, Londonderry,
4 New Hampshire. My title is Manager, Rates and Regulatory Affairs.

5 **Q. By whom are you employed?**

6 A. I am employed by Liberty Utilities Service Corp. (“LUSC”), which provides services to
7 Liberty Utilities (Granite State Electric and Energy North Natural Gas) Corp d/b/a
8 Liberty (“Liberty” or the “Company”).

9 **Q. On whose behalf are you testifying?**

10 A. I am testifying on behalf of the Company.

11 **Q. Would you describe your educational and professional background and training?**

12 A. I have an Artium Baccalaureus (Bachelor of Arts) degree in Political Science and French
13 from Wabash College (Crawfordsville, Indiana) and a Master of Public Administration
14 degree from the School of Public and Environmental Affairs at Indiana University
15 (Bloomington, Indiana) with concentrations in Policy (Quantitative) Analysis and
16 International Affairs. I also obtained a Certificat De Langue Et Civilisation Française
17 from the Université de Paris – Sorbonne (Paris, France) and, as part of my graduate
18 studies, studied French and European government at the École Nationale
19 D’Administration (Paris, France).

¹ It is with great sadness that the Company reports that Ms. Flaherty, who was a co-witness on the Liberty panel testimony filed on September 24, 2024, unexpectedly passed away on November 18, 2024.

1 I was employed by ComEd from April 2001 to March 2023. I began my employment
2 with ComEd in the Regulatory Department as a Regulatory Specialist and moved on to
3 the positions of Senior Regulatory Specialist in 2004, Manager of Regulatory Strategies
4 and Solutions in 2008, and Director of Regulatory Strategy and Services in 2013 before
5 assuming my last position as Director of Regulatory Innovation & Initiatives in 2021.

6 Prior to joining ComEd, I worked for nearly nine years at the Illinois Commerce
7 Commission, beginning in 1992 as an intern in what was then the Office of Policy and
8 Planning and ending in 2001 as the senior policy advisor to a Commissioner. I initially
9 joined the Commission Staff through the James H. Dunn Memorial Fellowship program,
10 a one-year program sponsored by the Office of the Governor. Through this Fellowship, I
11 also held short-term positions in the Bureau of the Budget and the Governor's Legislative
12 Office.

13 **Q. Have you previously testified in regulatory proceedings before the New Hampshire**
14 **Public Utilities Commission (the "Commission")?**

15 A. Yes, I have.

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

17 A. Pursuant to the Settlement Agreement entered on September 13, 2023, and approved by
18 the Commission in Order No. 27,047 (August 16, 2024) ("Settlement Agreement"), our
19 testimony submits for Commission approval in phase two of the instant proceeding: (1)
20 edits to Liberty's Tariff implementing its Purchase of Receivables ("POR") Program; (2)
21 its Energy Service Supplier Agreement ("ESSA") for competitive electric power

1 suppliers (“CEPS”) and Community Power Aggregators (“CPAs”) (collectively
2 “Suppliers”) acting as load-serving entities, including the interim use of the rules,
3 processes, standards, and procedures of the Massachusetts Electronic Business
4 Transactions (“EBT”) Working Group and associated Electronic Data Interchange
5 (“EDI”) standards for the implementation of the POR Program; and (3) a proposed
6 timeline for POR Program implementation. This revised testimony reflects
7 modifications made to the proposed tariff revisions and ESSA originally filed on
8 September 24, 2024, based on feedback from the parties to the settlement discussions. In
9 addition, Liberty changed its proposed timeline for POR implementation from fixed dates
10 to a more fluid timeline based on the number of days from Commission approval of the
11 tariff and ESSA. Liberty extends its thanks to the parties for the productive discussions
12 and feedback.

13 **Q. Are there any schedules and attachments included in your testimony?**

14 A. Yes. The table below lists the attachment included in our testimony.

| Schedule | Description |
|--------------|--|
| Attachment 1 | Energy Service Supplier Agreement (Updated) |
| Attachment 2 | Illustrative Clean and Redlined Tariff Pages (Updated) |

15
16 **Q. How is your testimony organized?**

17 A. My testimony is organized as follows:

- 1 • Section II provides an overview of Liberty’s proposed ESSA implementing POR
2 requirements.
- 3 • Section III addresses the tariff changes proposed, namely the computation of the
4 Discount Percentage Rate (“DPR”), the payment date, and the annual
5 reconciliation process.
- 6 • Section IV presents Liberty’s proposed POR implementation timeline, which ends
7 with implementation in approximately 150 days from the effective date of the
8 tariff, which will be the first day of the month following Commission approval of
9 the tariff and ESSA.

10 **II. SUPPLIER AGREEMENT**

11 **Q. Does Liberty submit a new supplier agreement incorporating POR for Commission**
12 **approval?**

13 A. Yes. Attachment 1 contains the proposed ESSA, (which is referred to as the Electric
14 Supplier Services Master Agreement in the Settlement Agreement). The ESSA
15 implements POR as a condition of Consolidated Billing Service. That is, an entity
16 seeking Consolidated Billing Service must agree to sell Liberty its receivables at the
17 applicable DPR, as set forth in the proposed tariff revisions. The ESSA is applicable to
18 both CEPs and CPAs acting as load-serving entities in ISO-New England.

19 **Q. Does the proposed ESSA address the EBT and EDI standards to be followed?**

20 A. Yes. The New Hampshire EDI (electronic data interchange) guidelines and standards
21 have not been updated in more than twenty years. While the New Hampshire Electronic

1 Business Transactions (“EBT”) Working Group recently reconvened after many years to
2 address the EDI guidelines and standards, the change control process has already proven
3 to be extensive due to its technical nature. Furthermore, two of the NH utilities and many
4 of the current NH suppliers are using the standards and guidelines of the Massachusetts
5 EBT Working Group, which regularly updates their guidelines and standards, has a
6 change control process, and hosts bi-monthly meetings. Utilizing Massachusetts’ EDI
7 guidelines and standards will provide the framework to move forward with implementing
8 POR and mitigate delays in the proposed implementation schedule for the utilities and the
9 suppliers. Therefore, Liberty proposes the interim use of the rules, processes, standards,
10 and procedures of the Massachusetts EBT Working Group for the implementation, unless
11 and until directed otherwise by the Commission with respect to potential adoption and
12 implementation of relevant EDI standards developed specifically for New Hampshire.

13 **Q. Do the Commission’s Puc 2200 rules require utilities to offer additional services to**
14 **CPAs, above what is required to be provided to CEPs?**

15 A. Yes. While we are not attorneys, it is our understanding that there are additional services
16 that are required to be provided to CPAs under the Puc 2200 rules. Docket No. DE 23-
17 063, which is currently pending before the Commission, addresses one example
18 concerning an optional “bill ready” form of consolidated billing. However, it is currently
19 Liberty’s intention to make whatever additional services required to be provided to CPAs
20 or their CEPS available to all CEPs, when permissible, in order to maintain a level
21 competitive playing field and to potentially improve utilization of such services.

1 Therefore, Liberty will address any new service offerings through future revisions of the
2 ESSA, whether through addendum or revised agreements.

3 **III. TARIFF REVISIONS**

4 **Q. Has the Company prepared tariff revisions implementing the POR Program?**

5 A. Yes. Attachment 2, which also borrows from Section I of the Settlement Agreement and
6 incorporates the new August 1 effective date for changes to the DPR and payment date
7 (*i.e.*, the effective date of the annual reconciliations) set in Order No. 27,047, includes
8 both clean and redline versions of the proposed tariff changes.

9 **Q. Do the proposed tariff revisions include Liberty's proposed discount rate for
10 application when the POR Program launches?**

11 A. No. As shown in Attachment 2, Liberty proposes to calculate and file an initial DPR to
12 be applied to receivables purchased when the POR program launches within thirty days
13 of the effective date of the tariff (*i.e.*, the first day of the month following Commission
14 approval of the tariff and ESSA). Liberty's proposed timeline for POR implementation
15 assumes that this filing can be approved within two months, but does allow more time for
16 the Commission to do so.

17 **Q. Is the DPR expressed in dollars or cents per kilowatt hour?**

18 A. No. As the name implies, the DPR is expressed as a percentage, which reflects the
19 discount at which the Company purchases a Supplier's receivables for Energy Service.
20 That is, Liberty will deduct a percentage of a Supplier's receivables for Energy Service at
21 the applicable DPR and pay the Supplier the difference. For example, at an applicable

1 DPR of 5%, the Company retains \$5 of every \$100 of Supplier Energy Service receivable
2 purchased and pays the Supplier \$95.

3 **Q. How is the discounted amount of Supplier receivables used by the Company?**

4 A. In general, the discounted amount of Supplier receivables retained by the Company
5 provides cost recovery for the POR Program. The DPR is the sum of three percentage
6 calculations, or components. Some of the discounted amounts are retained to recover
7 implementation and ongoing administrative costs, which is reflected in the
8 Administrative Cost Percentage (“ACP”) calculation. Other portions of the amounts
9 retained reflect the fact that an Energy Service receivable is not worth its full face value,
10 as Liberty will not recover the full amounts from customers on average (*i.e.*,
11 uncollectible), which is reflected in the Uncollectible Percentage (“UP”) component of
12 the DPR. Lastly, as the DPR is the product of a fully-reconciling cost recovery
13 mechanism, a portion of the discounted amount will also reflect a true-up of the costs and
14 write offs resulting from POR with discounted amounts previously taken, which is
15 reflected in the Past Period Reconciliation Percentage (“PPRP”). As a reconciling factor,
16 the PPRP may increase or decrease the DPR. Thus, the costs of the POR Program will be
17 fully born by Suppliers and will not impact customers remaining on Liberty’s default
18 supply service.

19 **Q. How will these components of the DPR operate during the coming years?**

20 A. As provided in the approved Settlement Agreement, Liberty calculates the DPR in three
21 parts or components. The initial DPR will be set using just two of the three components.
22 Liberty’s calendar year 2024 write offs divided by its total billings will set the initial UP

1 component of the DPR. This serves as a proxy for Suppliers' actual uncollectible rate,
2 which will be used in subsequent UP calculations. Next, Liberty will calculate the
3 second component, the ACP, by dividing its forecasted administrative costs by the dollar
4 amounts Liberty billed for Energy Service on behalf of the Suppliers in 2024, as
5 previously noted. Liberty will amortize the costs to implement POR over a five-year
6 period. The sum of the UP and ACP will equal the single DPR that Liberty will apply to
7 Supplier receivables initially purchased after POR implementation.

8 In its first reconciliation filing on March 1, 2026, Liberty will calculate two separate
9 DPRs for accounts receivable from the Large Customer Group (Rates G-1, G-2, EV-L,
10 and EV-M) and Small Customer Group (Rates D, D-10, D-11, D-12, G-3, M, LED-1,
11 LED-2, T, and V) utilizing all three components. With respect to the PPRP, Liberty will
12 reconcile the actual administrative costs, which will be allocated between the two
13 customer groups based on the Suppliers' Energy Service billings for each group, and the
14 actual write-offs for the receivables purchased from each group with the discounted
15 amounts charged for the purchase of receivables at the single DPR from each group,
16 respectively. This sum will then be divided by the amounts Liberty billed for Energy
17 Service to each the customer group on behalf of the Suppliers during the most recent
18 calendar year to derive separate PPRPs for each customer group. Furthermore, Liberty
19 will calculate a single ACP applicable to both customer groups, as described previously.
20 Lastly, Liberty will calculate separate UPs based on the actual write offs associated with
21 Supplier receivables purchased from each supply group, respectively. The sum of the

1 applicable PPRP, ACP, and the applicable UP will set the DPR for each supply group
2 beginning August 1, 2026.

3 **Q. Are there any observations that you have to offer concerning the filing dates set in**
4 **Order No. 27,047 and the use of twelve months of “actual” cost data in the approved**
5 **Settlement Agreement?**

6 A. Yes. The reconciliation component of the DPR formula, the PPRP, as set forth in Section
7 H of the Settlement Agreement, calls for the use of “12 months” of actual data, which
8 presumably precludes the use of forecasts that are incorporated in other Company
9 reconciliation mechanisms to complete a typical twelve-month reconciliation period.
10 However, with a March 1 deadline for the annual reconciliation filings and Liberty’s
11 proposed timeline for POR implementation, there will not be twelve months of actual
12 data available to use in the first reconciliation filing that is due on March 1, 2026. During
13 the course of that nearly five-month proceeding, the initial filing could be updated with
14 three to four months of actual data in order to reduce the lag between the reconciliation
15 period and when the new DPRs take effect (August 1).

16 **Q. Do the proposed tariff revisions reflect the date when Liberty will pay Suppliers for**
17 **their discounted receivables?**

18 A. No. Under Section D of the approved Settlement Agreement, the payment date for
19 receivables purchased through Consolidated Billing Service in a given billing month will
20 be set based on a formula, which is the midpoint of the month plus the average number of
21 days between billing and receipt of payment from all customers during the most recent

1 calendar year. Pursuant to Section G, the Company will update the payment date
2 utilizing this formula and include it in its March 1 reconciliation filings.

3 **Q. Do the proposed tariff revisions include Liberty's proposed payment date for**
4 **application when the POR Program launches?**

5 A. No. As shown in Attachment 2, Liberty proposes to calculate and file an initial payment
6 date for receivables purchased when the POR program launches, along with the initial
7 DPR, thirty days after Commission approval of the tariff and ESSA.

8 Note that the proposed tariff does not contain a placeholder for where the payment date
9 (or DPRs) will be located, as it would be inappropriate to set forth a date (or rate) with no
10 value or a blank. Liberty will further modify the tariff to reflect the payment date (and
11 DPR) in its initial filing 30 days after Commission approval and will update those tariff
12 pages in the March 1 filings thereafter.

13 **Q. Does this payment date apply to all receivables purchased?**

14 A. No. Pursuant to Section F of the Settlement Agreement, Liberty will pay Suppliers for
15 any existing receivables billed through Consolidated Billing Service before POR
16 implementation within thirty days of POR implementation, as specified in the Settlement
17 Agreement.

1 **Q. Why does the tariff use the phrase “as applicable” with respect to certain**
2 **requirements of suppliers?**

3 A. Section 62 (Terms and Conditions for Suppliers) uses the phrase “as applicable”
4 primarily in instances where the legal requirements referenced are not applicable to
5 CPAs, which operate under the Puc 2200 rules.

6 **IV. POR PROGRAM IMPLEMENTATION**

7 **Q. Did the Settlement Agreement address when POR would begin?**

8 A. Yes. In light of the August 16, 2024, approval of the Settlement Agreement, Section E of
9 the Settlement Agreement would set the implementation date at the later of February 1,
10 2025 (*i.e.*, the first of the month following the notice, which would be due January 16,
11 2025) or roughly two months after the phase 2 order is issued (assuming it approves the
12 proposed tariff changes and CEPS agreements). Specifically, Section E provides:

13 E. The Company shall implement its POR program on the later to occur
14 of either (1) May 1, 2024, or (2) the first day of the month following
15 notice by the Company to the Commission that all system
16 modifications necessary to implement the POR program have been
17 completed, tested, and are fully operational, which notice shall be
18 given within six (6) months of Commission approval of this Settlement
19 Agreement, provided, in each case, that amended Tariff (as defined
20 below) terms and conditions and ESSMA (as defined below)
21 provisions have been finalized and approved, to the extent necessary,
22 not less than sixty (60) days prior to such date, consistent with the
23 provisions of paragraph II.H below .

24 **Q. Did the Commission approve this timeline in the Settlement Agreement?**

25 A. Liberty does not interpret Order No. 27,047 as having approved the timeline set in
26 Section E. While the order generally approves the Settlement Agreement with one

1 specific exception (*i.e.*, the August 1 effective date of DPRs), it also states: “The
2 effective date of the initial POR program will be determined during the second phase of
3 this proceeding.” Order No. 27, 047 at page 10. Therefore, Liberty proposes a new
4 timeline for consideration.

5 **Q. Is the Settlement Agreement timeline still feasible?**

6 A. At this point, Liberty believes that to implement within two months after the approvals
7 are granted, as provided in Section E of the Settlement Agreement, does not provide
8 enough time to effectuate the orderly transition required. For example, assuming a phase
9 2 order is entered by mid-February 2025, and a May 1, 2025, implementation date is set,
10 then that would allow roughly two and a half months for Liberty to distribute the
11 approved ESSA and for the Suppliers to review, sign, and return the agreement. For any
12 Supplier not responding in time, presumably, Liberty would be obligated to drop the
13 Supplier due to its non-compliance with the Commission-approved tariff requirement and
14 begin the process of transitioning their customers back to the applicable default supply
15 service, just as it would if the supplier went out of business or failed to meet the
16 requirements of the ISO-New England. If required, this would take considerably more
17 time than two and a half months, or the two months allotted in Section E of the
18 Settlement Agreement, in order to provide proper notice to customers and return them to
19 utility Default Supply Service in an orderly fashion. Furthermore, additional time is
20 required to file and have the Commission approve the initial DPR and payment date after
21 approval of the tariff and ESSA.

1 **Q. In light of Order No. 27,047, has Liberty prepared a new timeline for POR Program**
2 **implementation for Commission consideration?**

3 A. Yes. Liberty's proposed timeline sets a go-live date for the POR Program based on a set
4 number of days from the effective date of the tariff, which is the first day of the month
5 following Commission approval of the tariff and ESSA. The distinguishing features of
6 this timeline are: (1) an existing Supplier that fails to return the ESSA by the deadline
7 would be dropped as a Supplier; (2) it provides a two-week grace period to resolve any
8 issues that can be addressed by Liberty immediately after the ESSA submittal deadline,
9 after which the addition of any new customers by the Supplier would be suspended until
10 the matter is rectified; (3) it provides notice to customers that they will be returned to
11 default supply service roughly two months before being returned.

12 **Q. What are the benefits of Liberty's proposed implementation timeline?**

13 A. As discussed in the instant and other POR proceedings, utilities cannot be expected to
14 maintain two consolidated billing services, one that includes POR and one without for
15 those that do not sign the ESSA and agree to the terms for POR. Therefore, the failure by
16 one Supplier to return a signed ESSA would cause Liberty to halt POR implementation.
17 By setting a timeline that includes enforcement of the proposed tariff requirements,
18 Liberty and the Suppliers that want POR can avoid one Supplier from holding POR
19 implementation hostage by not returning the ESSA.

1 **Q. Does Liberty have reason to believe that a CEPS might refuse to sign the Supplier**
2 **Agreement?**

3 A. Liberty has not received any feedback from the Supplier community that there is a
4 preference for consolidated billing without POR or that a particular Supplier would refuse
5 to sign the Supplier Agreement. However, the consequences of discovering later that
6 such a sentiment exists would be to delay POR implementation, strand IT investments,
7 increase costs, and delay recovery until such matters can be resolved by the Commission.
8 Therefore, Liberty prefers to set a more definitive timeline for POR implementation, one
9 that advances POR and leaves behind any Supplier that does not adhere to the timeline
10 for returning signed ESSA, as required by Liberty's proposed tariff.

11 **Q. Are Suppliers that sign the ESSA obligated to sell their receivables at the discount**
12 **rate, and under the terms, set forth in the revised tariff?**

13 A. Not necessarily. As shown in Attachment 1, the ESSA allows Suppliers to separately bill
14 for their Energy Services, which is the same option that they have today. They just
15 cannot utilize Consolidated Billing Service without selling their receivables. However,
16 separately billing may not be a viable option for some Suppliers.

17 **Q. What is Liberty's proposed timeline for POR implementation?**

18 A. Liberty offers the following formulaic timeline for POR implementation that begins the
19 first day of the month following Commission approval, which would be the tariff
20 effective date (or "TED"):

- 21 • Commission approves the proposed ESSA and tariff revisions.

- 1 • TED: Tariff revisions take effect the first day of the month following
2 Commission approval.
- 3 • TED + 10 days: Liberty to distribute ESSA to Suppliers and provide notification
4 that (1) any Supplier that does not return a signed ESSA by the deadline, will not
5 be allowed to enroll new customers after the deadline, and (2) their customers will
6 be returned to Liberty default supply during the billing period preceding POR
7 implementation.
- 8 • TED + 30 days: Liberty to file initial DPR and payment date for Commission
9 approval.
- 10 • TED + 40 days: Due date for signed ESSAs from Suppliers. Suppliers would
11 have 30 days to review, sign, and return the ESSA.
- 12 TED + 54 days: Liberty to send notification to the Suppliers not returning an
13 ESSA by the deadline, confirming that they will not be allowed to enroll new
14 customers and that their customer(s) will be dropped from their pool during the
15 billing period preceding POR implementation.
- 16 • TED + 68 days: Liberty will submit notifications to the customers of Suppliers
17 not returning the signed ESSA that they will be returned to Liberty's default
18 supply service during the monthly billing period preceding POR implementation.
19 Suppliers can avoid Liberty submitting these customer notifications by returning a
20 signed ESSA prior to their release, which provides Suppliers nearly a month to
21 remedy its non-compliance with the tariff.

- 1 • TED + 90 days: On or about this date, Commission approval of initial DPR and
2 payment date would be expected.
- 3 • TED + 120 days: On or about this date, in order to align with the beginning of the
4 monthly billing cycle preceding POR implementation, Liberty would begin
5 returning customers of Suppliers that did not return a signed ESSA to default
6 supply. This would provide customers roughly two months from notification by
7 Liberty to shop for alternative Suppliers, depending on their respective meter
8 reading days.
- 9 • TED + 150 days: On or about this date, in order to align with the first day of the
10 month, POR implementation would occur. Suppliers with a signed ESSA and
11 their customers will be moved from Consolidated Billing Service to Consolidated
12 Billing Service with POR.
- 13 • TED + 165 days: In accordance with Puc 2205.05 New Utility Service
14 Customers, Liberty to send the CPAs updated default service lists of customers,
15 so they may give that customer the option to opt out of the applicable aggregation
16 program.
- 17 • TED + 180 days: On or about this date, Liberty pays Suppliers for any existing
18 accounts receivable of customers billed through the Company's Consolidated
19 Billing Service, at the applicable DPR. Per Section F of the Settlement
20 Agreement, this payment is due 30 days within thirty days of POR
21 implementation.

1 **Q. If Liberty's proposed timeline is approved, could the Company provide a timeline**
2 **with fixed dates as part of its compliance filing?**

3 A. Yes. As shown above, the formulaic approach for a timeline shows the time between
4 milestones, but does not accurately account for whether the milestone would fall on a
5 business day or holiday or precisely add up such that the beginning of a milestone, such
6 as POR implementation, occurs on the first day of the month, which is when rate and
7 other changes are implemented by Liberty. If directed, Liberty also could update the
8 formulaic dates in the proposed tariff with actual dates to make those dates clearer.

9 **V. CONCLUSION**

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

11 A. Yes, it does.

ENERGY SERVICE SUPPLIER AGREEMENT

This Agreement made this ____ day of _____, 20____, between Liberty Utilities (Granite State Electric) Corp., d/b/a Liberty, a New Hampshire corporation with a place of business at 15 Buttrick Road Londonderry, NH 03053 (“Company”), and [insert supplier name], a with a principal place of [insert supplier address](“Supplier”).

I. Basic Understandings

Company has the authority and obligation under New Hampshire’s Electric Utility Restructuring Law, the New Hampshire Municipal Aggregation Law (RSA 53-E), the administrative rules of the New Hampshire Public Utilities Commission (“PUC”) and of the New Hampshire Department of Energy (“DOE”), and the Company’s Terms and Conditions for Suppliers (“Terms and Conditions”) approved by the PUC to perform certain services for Suppliers. Company and Supplier enter into this Agreement regarding the provision of such services, and Company agrees to provide services to Supplier in accordance with the terms of this Agreement.

This form of Agreement has been developed for use between Company and Suppliers, and may not be waived, altered, amended, or modified, except as provided in this Agreement. The attached Exhibits A through D are incorporated by reference and include additional terms which are a part of this Agreement.

II. Definitions

Capitalized terms used in this Agreement which are not otherwise defined shall have the meanings set forth in this section. Any capitalized terms used but not defined in this Agreement shall be as defined in the Puc 2000 rules or in the Company’s Tariff on file with the PUC.

“Community Power Aggregation” or “CPA” shall have the definition that is in the Tariff.

"Competitive Electric Power Supplier" or “CEPS” shall have the definition that is in the

Tariff.

"Customer" shall mean any person, partnership, corporation, or any other entity, whether public or private, who obtains Distribution Service at a Customer Delivery Point and who is a Customer of record of the Company.

"Customer Delivery Point" shall mean the Company's meter or a point designated by the Company located on the Customer's premises.

"Default Energy Service" shall mean the service provided by the Distribution Company to a Customer who is not receiving Energy Service from a Supplier.

"DOE" shall mean the New Hampshire Department of Energy.

"Distribution Company" or "Company" shall mean Liberty Utilities (Granite State Electric) Corp., d/b/a Liberty.

"Distribution Service" shall mean the delivery of electricity to Customers by the Distribution Company pursuant to the Tariff.

"EBT Standards" shall have the definition that is in the Tariff.

"Energy Service" shall have the definition that is in the Tariff.

"Enrollment period" shall mean, for a particular Customer, the period of time during which a Supplier may submit an enrollment transaction to a Distribution Company for initiation of Energy Service concurrent with the start of the Customer's next billing cycle.

"ISO-NE" shall have the definition that is in the Tariff.

"PTF" shall mean pool transmission facilities included in the ISO-NE Open Access Transmission Tariff on file with the Federal Energy Regulatory Commission, as may be amended from time to time.

"Non-PTF" shall mean transmission facilities which do not constitute ISO-NE PTF.

"PUC" shall mean the New Hampshire Public Utilities Commission.

"Service Area" shall mean the service area described in the Tariff, and as determined by the PUC.

"Settlement Account" shall mean the account utilized by ISO-NE to determine Market Participants' settlement obligations, as set forth in the ISO-NE Market Participant Service Agreement, as amended from time to time, on file as a tariff with the Federal Energy Regulatory Commission.

"Supplier" have the definition that is in the Tariff.

"Tariff" shall mean the Company's Tariff for Retail Delivery Service, N.H.P.U.C. No. 21 on file with the PUC, or any successor tariff, as may be in effect and amended from time to time.

III. **Term**

This Agreement shall become effective on the date stated above (“Effective Date”) and shall continue in full force and effect from month to month unless terminated by either party by written notice given no less than sixty (60) days prior to the desired termination date, except as provided in Sections VI and XII of this Agreement. Notwithstanding the foregoing, the parties agree to abide by all terms of this Agreement until completing the processing of any transactions that are outstanding at termination. Notwithstanding the Effective Date, Supplier acknowledges that Company will provide Company Services as set forth in Section VII only upon satisfaction or express, written waiver of the requirements of Section IV of this Agreement.

IV. **Conditions Precedent**

The following requirements shall be conditions precedent to Company’s obligations under this Agreement:

- A. Supplier shall provide all information requested in attached Exhibits B, C and/or D, as applicable.
- B. If Supplier is a CEPS, Supplier shall register as a Competitive Electric Power Supplier pursuant to the Puc 2000 rules and satisfy other applicable requirements which may be established by the PUC or the DOE.
- C. If Supplier is a CPA, Supplier shall obtain PUC approval under RSA 53-E and satisfy other applicable requirements which may be established by the PUC or DOE.
- D. If Supplier elects to utilize the Consolidated Billing Services from the Company, Supplier shall furnish to Company a complete schedule of its relevant rates and rate pricing options for Energy Service in an electronic format reasonably acceptable to Company, at Company’s option, no less than ten (10) business days prior to initial Customer enrollment for any such rate or prior to a

change in Supplier's existing rates or five (5) business days prior to a change in rate pricing options.

E. Prior to Customer enrollment, Supplier shall participate in supplier training and successfully complete testing with the Company of the Electronic Data Interchange ("EDI") transactions as specified in the EBT Standards.

F. For purposes of this Agreement, Supplier may elect to arrange with a third-party for the provision of necessary EDI services; *provided, however*, that in the event Supplier intends to terminate its third-party arrangement for EDI services, Supplier shall provide Company 60-days' prior written notice of such intent to terminate.

V. **Representations**

Each party represents that it is and shall remain in compliance with all applicable laws, tariffs, and PUC and DOE regulations during the term of this Agreement.

Each person executing this Agreement for the respective parties represents and warrants that they have authority to bind that party.

Each party represents that: (a) it has the full power and authority to execute, deliver, and perform this Agreement; (b) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate or other action by such party; and (c) this Agreement constitutes that party's legal, valid, and binding obligation, enforceable against such party in accordance with its terms.

Each party shall exercise all reasonable care, diligence, and good faith in the performance of its duties pursuant to this Agreement and carry out its duties in accordance with applicable recognized professional standards.

VI. **Supplier's Responsibilities**

A. **Registration Requirements and ISO-NE Status**

Supplier shall notify Company within twenty-four (24) hours in writing if its registration

to act as a CEPS, as provided for in the applicable PUC or DOE rules, is acted upon by the PUC or DOE in such a way that it materially affects Supplier's performance under this Agreement, including but not limited to, suspension, revocation, modification, or non-renewal of such registration. Revocation or non-renewal of Supplier's registration shall be grounds for immediate termination of this Agreement by Company.

Supplier must either (i) be a ISO-NE Market Participant having its own Settlement Account, or (ii) have an agreement in place with a ISO-NE Market Participant whereby the ISO-NE Market Participant agrees to include the load to be served by the Supplier in such ISO-NE Market Participant's Settlement Account. Supplier shall notify Company within twenty-four (24) hours prior, as applicable, to an event reasonably within Supplier's knowledge, and of which Supplier has reason to believe Company has no knowledge, and that will render Supplier or its agent unable to maintain the status with ISO-NE required to serve load. Upon such notice or upon the occurrence of such an event, Company shall have the immediate right to switch Supplier's Customers so affected to the applicable Default Energy Service rate under the Company's Tariff.

Supplier shall update information requested in Exhibits B, C and D five (5) business days prior to any change in information contained in Exhibit B, C and D.

B. All-Requirements Service

Supplier shall be responsible for providing all-requirements service to meet each of its Customer's needs. Supplier is solely responsible for paying all costs incurred or to be incurred to provide all generation-related services associated with its all-requirements service obligation, including, without limitation, all costs or other requirements to furnish installed capability, operable capability, energy, operating reserves, automatic generation control, uplift costs, congestion costs or charges, and any ancillary services, expenses or charges incurred to provide all-requirements service; or costs imposed by, ISO-NE or any similar or successor entity in connection with such service. Supplier is also solely responsible for meeting any other

requirements and paying any other costs now or hereafter imposed by the ISO-NE which are attributable to the provision of such service.

C. **Losses**

Supplier shall be responsible for any and all losses incurred on (i) local network transmission systems and distribution systems, as determined by the Company; (ii) ISO-NE PTF, as determined by the ISO-NE; and (iii) facilities linking generation to ISO-NE PTF relating to providing Energy Service to its Customers. Supplier shall also be responsible for all transmission wheeling or other charges necessary to reach ISO-NE PTF.

D. **Other Requirements and Acknowledgments**

Supplier acknowledges that Company will select and may from time to time change the value added network (“VAN”) or other electronic transmission vehicle. Company acknowledges the benefit to both Company and Supplier in minimizing the transaction costs in selecting the VAN. Notwithstanding the above, Company will not change the VAN or other electronic transmission vehicle without first providing Supplier via electronic mail at least fifteen (15) days’ notice of any such change. Supplier shall be responsible for the initial testing costs with the VAN and payment of all costs or charges associated with electronic transmittals over the VAN or other means of electronic transmittal.

Supplier acknowledges that Company will not include Supplier’s preexisting balances of Customers who are newly enrolled on Consolidated Billing.

Supplier acknowledges that Company is authorized to deny Energy Service to Customers if Company has terminated such Customer’s Distribution Service in accordance with the rules and regulations of the PUC or DOE, including the PUC’s or DOE’s billing and termination regulations, until such time as the Customer is reinstated by the Company. In order for Supplier to serve such a Customer after reinstatement, Supplier must re-enroll the Customer.

Supplier shall be responsible for obtaining the necessary authorization pursuant to Puc 2000 or complying with the requirements of Puc 2200 prior to initiating Energy Service to the

Customer.

During the term of this Agreement, as to any EBT Standards implemented subsequent to the initial testing period referenced in Section IV.E above, Supplier shall be required to successfully complete testing of and compliance with said standards in accordance with the EBT Standards.

VII. **Company Services and Responsibilities**

A. **Distribution Service**

The Company shall provide Distribution Service pursuant to the Company's Tariff. In the event the terms of this Agreement conflict with those of the Tariff, the terms of the Tariff shall govern.

In the event that the loading of 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 practice. In the event of unplanned outages, service will be restored in accordance with good utility practice. The Company shall not be liable for any revenue losses to the Supplier as a result of any such curtailments or outages.

The Company may discontinue Distribution Service to a Customer in accordance with the provisions set forth in the Tariff and PUC and DOE regulations. The Company shall provide electronic notification, using the Customer "usage and billing" transaction, to the Customer's Supplier of record upon final billing to the Customer. Once disconnection occurs, the provision of Energy Service to the Customer is no longer the obligation of the Supplier. The Company shall not be liable for any revenue losses to the Supplier as a result of any such disconnection.

The Company shall meter each Customer in accordance with Tariff provisions. The Company shall schedule meter reads on a monthly cycle or other allowed schedule as deemed reasonable by the PUC or DOE.

B. Billing Services

Company agrees to offer two billing services to Supplier: (1) Standard (Passthrough) Billing Service, and (2) Consolidated Billing Service with a Purchase of Receivables (“POR”) program. All measured billing determinants provided by Company will be based on Company-owned metering, except as provided in Exhibit A or otherwise agreed to in a separate agreement.

All Suppliers that choose to use Consolidated Billing Service shall be automatically enrolled in the Company’s POR program, when implemented, and each CEPS or CPA enrolled in the POR program shall be required to sell its accounts receivable for all of their accounts billed through the Company’s Consolidated Billing Service.

1. Standard (Passthrough) Billing Service

In accordance with the provision of the Standard (Passthrough) Billing Service Option, Supplier agrees to separately bill Customers for the cost of Energy Service provided by the Supplier and for the collection of amounts due to the Supplier from the Customer. Company will provide Supplier a Customer “usage transaction,” in accordance with the EBT Standards.

2. Consolidated Billing Service

In accordance with the provision of the Consolidated Billing Service option, Company agrees to issue a single bill for electric service. Company agrees to use the rates and pricing options supplied by Supplier to calculate the Supplier portion of Customer bills and integrate this billing with Company’s billing in a single mailing to the Customer. Company will provide Supplier a Customer “usage and billing transaction,” in accordance with the EBT Standards. Prior to implementation of the POR program, upon receipt of Customer payments, Company will provide a “payment/adjustment transaction” to the Supplier, in accordance with the EBT Standards. After implementation of the POR program, upon billing of the Customer, Company will provide a “payment/adjustment” transaction to the Supplier in accordance with the EBT Standards.

Company shall input Supplier’s rates charged and pricing options for Energy Service.

Supplier rates and pricing options must conform to the rate structure in use by Company for each specific rate class and be supported by meters in place. Changes in the rate levels of Supplier charges to be billed shall be prospective only and shall be implemented for the next billed reading, provided that: (1) Supplier notifies Company of the rate changes in accordance with Section IV.D.; (2) the notification includes the old and new rates, pricing options, and effective date; (3) upon Company's request, Supplier provides a sample bill calculation of a 500 kWh Customer or another sample Customer if it better fits the rate structure; and (4) Supplier consents to the implementation of the new rate once Company has tested its billing processes.

3. **Transaction Processing**

Customer transactions will be processed in accordance with the EBT Standards. These transactions include, but are not limited to, account administration, reporting of Customer usage and billing, and reporting of Customer payments and adjustments. Any changes in these standard transactions will be in accordance with the EBT Standards.

4. **Conditions of Billing**

Customers that contact Company concerning the billed amount for Energy Service or any other Supplier issue will be referred to Supplier's customer service telephone number identified in Exhibit B or Exhibit C if applicable. Company will not undertake bill investigations, Customer inquiries concerning Supplier charges, collection activities, or the settlement of billing disputes on behalf of Supplier unless otherwise specified in Exhibit A, provided, however, that, upon the reasonable request of Supplier, the Company will provide commercially reasonable assistance to Supplier in doing so. For both Standard (Passthrough) Billing Service and Consolidated Billing Service, Supplier shall be responsible for the reporting and payment of all taxes or other fees assessed upon Energy Service by any local, state, federal or other taxing or administrative bodies.

5. **Rendering of Bills (Consolidated Billing Service Option Only)**

Rendering of bills is the preparation and mailing of statements of the amounts due from

the Customer for Energy Service. These statements will be included as part of the regular monthly bill for Company's Distribution Service mailed to the Customer. These statements will include Supplier's toll-free telephone number for Customer inquiries. The Company shall not be required to include messages or inserts containing Supplier specific information except as otherwise required by the PUC or DOE or as provided in Exhibit A and Exhibit B. Prior to the implementation of the POR program, outstanding Customer balances for Energy Service will be identified on the bill following the time when Supplier is no longer the Customer's current Supplier as specified by the EBT Standards.

6. **Billing Errors**

If either party finds a billing error or other miscalculation on a bill or in the usage determinants used as the basis for either the Company's or the Supplier's bill calculation, that party shall within sixty (60) days from the date of the Customer's statement containing the error, notify the other party in writing or electronically and explain the nature of the error. In the event of an error by the Company, the Company shall either: (1) rebill the affected Customer reflecting an appropriate adjustment in the Customer's account; or (2) make an appropriate timely adjustment on a subsequent bill sent to Customer. In the event of an error by the Supplier, the Company will, upon Supplier's request, and as is reasonably practicable, either: (1) rebill the affected Customer reflecting an appropriate adjustment in the Customer's account; or (2) make an appropriate timely adjustment on a subsequent bill sent to Customer. If neither of the requested options is determined by the Company to be reasonably practicable, or if the Supplier affirmatively chooses, the Supplier may submit a rate pricing option correction as provided by the EBT Standards. Supplier will be responsible to pay any fees for any rebilling and/or adjustment caused by Supplier error. When either party reasonably believes that an error related to billing activity may have occurred, either party may request the production of documents required to verify the accuracy of such billing, which the other party will provide within ten (10) business days to the extent not restricted by law, regulation or agreements. Notwithstanding the

foregoing, the parties acknowledge that the Company may send estimated bills to Customers in accordance with PUC regulations, and such estimated bills shall not be considered billing errors.

7. **Payment Processing**

For Customers under Consolidated Billing Service, Supplier authorizes Company to process payments and apply monies in accordance with this Agreement and the terms of the Company's POR program, as approved by the PUC.

8. **Timing of Payment to Suppliers**

The timing of the Company's payment to Supplier shall be as determined through application of the Company's Tariff.

9. **Amount of Payment to Supplier**

The amount of the Company's payments to Supplier shall be as determined through application of the Company's Tariff.

C. **Implementation of POR Program**

The Company shall pay a Supplier for amounts already existing as outstanding accounts receivables at the commencement of the Company's POR program. The amounts purchased for the existing receivables shall be subject to full reconciliation in accordance with the POR program.

D. **Security Interests**

Pursuant to the terms of the Company's POR program, Supplier grants the Company a first priority perfected security interest in the accounts receivable that the Company purchases through its POR program. Supplier may place a security interest on the accounts receivable from the Company to Supplier associated with the purchase by the Company of the Supplier's accounts receivable.

E. **Load Estimating and Reporting**

Company shall determine Supplier's hourly loads and report such to ISO-NE, its successor or its designated agent. In addition, upon Supplier's written request as indicated in Exhibit B or Exhibit C, as applicable, Company shall provide Supplier with the following reports: (1) daily report of Supplier's aggregated hourly loads; and (2) monthly reconciliation of Supplier's aggregated loads (completed once Company has read Customers' meters). Company will provide these reports to Supplier in a format designated by the Company and reasonably acceptable to Supplier. Upon Supplier's request, the Company shall provide the methodology used to calculate transmission and distribution line losses and unaccounted for energy.

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

F. **Customer Usage Information**

To the extent available, the Company shall print twelve months of historic usage data on Customer bills, in addition to the usage data for the current billing period.

The Company shall provide up to twelve months of a Customer's historic usage data (if such data are available) to Supplier, provided that Supplier has received the appropriate authorization. Such authorization shall consist of a (i) letter of authorization; (ii) third-party verification; (iii) Customer-initiated call to an independent third-party or (iv) in accordance with the Puc 2200 Rules when applicable. This information may be requested and provided in accordance with the EBT Standards.

G. **Additional Services**

Additional Services provided by Company are set forth in Exhibit A.

VIII. **Initiation and Termination of Energy Service**

A. **Initiation of Energy Service**

Initiation of Energy Service to a Customer shall be governed by the applicable provisions of

the Tariff.

B. **Termination of Energy Service**

Termination of Energy Service with a Customer shall be governed by the applicable provisions of the Tariff.

C. **Customer Moves**

A Customer of Supplier that moves within the Company's Service Area shall have the opportunity to notify the Company that he/she seeks to continue Energy Service with the Supplier. Upon such notification, the Company shall send a "customer move" transaction to the Supplier, in accordance with the EBT Standards.

In those instances when a Customer of the Supplier moves into the Company's Service Area, the Supplier must submit an "enroll customer" transaction to the Company in order to initiate Energy Service for that Customer. Otherwise, the Customer shall receive Default Energy Service in accordance with the Company's Tariff.

D. **Other Provisions**

The Company and the Supplier shall send "change enrollment detail" transactions to change any information included on the "enroll customer" transactions, in accordance with the EBT Standards.

If any of the transactions described in subparts A through D of this section are rejected by the Company due to incorrect or invalid data content, the Company shall send an "error" transaction to the Supplier identifying the reason for the rejection, in accordance with the EBT Standards.

IX. **Fees**

Company may charge fees to Supplier as set forth in Exhibit A. The Company may charge other fees to Supplier for processing the transactions described above, as approved by the PUC or the DOE. Company shall have the right to subtract fees that Supplier owes to Company, and that are sixty (60) days or more past due, from amounts Company collects on

behalf of Supplier for reimbursement to Supplier. Amounts subject to a good faith dispute will not be subject to deduction.

X. **Billing and Payment for Services**

Bills for services provided by Company under the terms of this Agreement shall be rendered to Supplier on a monthly basis and shall be due upon receipt of said bill, unless otherwise specified in Exhibit A. Failure of Supplier to pay within twenty-five (25) days of the posting date on the bill shall result in the addition of interest on any unpaid balance calculated at the rate of 1.5% per month commencing from the date said bill was posted. The posting date is the date the bill is transmitted to the Supplier. The bill may also be transmitted electronically if agreed to by the parties in Exhibit A.

XI. **Nondisclosure**

Neither party may disclose any Confidential Information obtained pursuant to this Agreement to any third party without the express prior written consent of the other party; except that Company may disclose such information to its Affiliates not involved in Energy Service or wholesale merchant functions to the extent that such disclosure is necessary to enable Company to perform its obligations under this Agreement, and Supplier may disclose such information to its Affiliates to the extent that such disclosure is necessary to enable Supplier to perform its obligations under this Agreement. The term "Confidential Information" shall include, but not be limited to, all business, financial, and commercial information pertaining to the parties, Customers of either or both parties, suppliers for either party, personnel of either party; any trade secrets; and other information of a similar nature; whether written or in intangible form. Confidential Information shall not include information known to either party prior to obtaining the same from the other party, information in the public domain, or information obtained by a party from a third party who did not, directly or indirectly, receive the same from the other party to this Agreement or from a party who was under an obligation of confidentiality to the other party to this Agreement, or information developed by either party independent of any

Confidential Information. The receiving party shall use the higher of the standard of care that the receiving party uses to preserve its own Confidential Information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information. Each receiving party shall, upon terminating this Agreement or at any time upon the request of the disclosing party, promptly return or destroy all Confidential Information of the disclosing party then in its possession to the extent permitted by law.

Notwithstanding the preceding, Confidential Information may be disclosed to any governmental, judicial or regulatory authority requiring such Confidential Information pursuant to any applicable law, regulation, ruling, or order, provided that: (a) such Confidential Information is submitted under any applicable provision, if any, for confidential treatment by such governmental, judicial or regulatory authority; and (b) prior to such disclosure, the other party is given prompt notice of the disclosure requirement so that it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of any injunction to prohibit such disclosure.

XII. Termination

Notwithstanding anything to the contrary elsewhere in this Agreement, any party, by written notice to the other party (“Breaching Party”), may terminate this Agreement in whole or in part with respect to such Breaching Party or suspend further performance without terminating this Agreement upon the occurrence of any of the following: (a) the Breaching Party terminates or suspends doing business; (b) the Breaching Party becomes subject to any bankruptcy or insolvency proceeding under federal or state law (unless removed or dismissed within sixty (60) days from the bankruptcy or insolvency filing), or becomes insolvent, becomes subject to direct control of a transferee, receiver or similar authority, or makes an assignment for the benefit of creditors; or (c) the Breaching Party commits a material breach of any of its obligations under this Agreement and has not cured such breach within fifteen (15) days after receipt of a written notice from the other party specifying the nature of the breach.

No delay by either party in enforcing any of its rights under this section shall be deemed a waiver of such rights, nor shall a waiver of one default be deemed a waiver of any other or subsequent default.

The enumeration of the foregoing remedies shall not be deemed a waiver of any other remedies to which either party is legally entitled.

XIII. Force Majeure

Neither party shall be considered in default under this Agreement or responsible in tort, strict liability, contract or other legal theory to the other party for damages of any description for any interruption or failure of service or deficiency in the quality or quantity of service, or any other failure to perform if such failure is not caused by the affected party's fault or negligence, is caused by factors beyond the party's reasonable control, and that by exercise of reasonable diligence the party is unable to prevent or overcome, including without limitation, storm, flood, lightning, earthquake, explosion, civil disturbance, labor dispute, sabotage, war, insurrection, act of God or the public enemy, action of a court, public authority or ISO-NE. In the event of a force majeure, both parties shall take all reasonable steps to comply with this Agreement.

XIV. Liability and Indemnification

Except as provided in Section VII.E, Company and Supplier shall indemnify and hold harmless the other Party, its affiliates, and the directors, officers, employees, and agents of each of them (collectively, "Affiliates"), from and against any and all damages, costs (including attorneys' fees), fines, penalties, and liabilities, in tort, contract, or otherwise (collectively, "Liabilities"), resulting from claims of third parties arising, or claimed to have arisen, from the acts or omissions of the indemnifying Party in connection with the non-negligent performance of its obligations under this Agreement; and each Party shall waive recourse against the other Party and its Affiliates for or arising from their non-negligent performance in connection with the performance of its obligations under this Agreement.

For purposes of such liability and indemnification, however, the parties acknowledge and

agree that nothing in this Agreement prohibits one party from impleading the other party as a third-party defendant, whether or not one or both parties are named as defendants in the initial claim of a third-party. The third-party claim shall be stayed pending resolution of any dispute regarding liability and indemnification under this Agreement. Such resolution shall be final and binding upon the parties only if agreed to by the parties, or after entry of a final judgment by a court or other body of competent jurisdiction.

The parties expressly acknowledge and agree that the dispute resolution provision in section XV of this Agreement applies to any and all disputes arising under this Agreement, including without limitation, those disputes that arise as a result of either of the parties being named as a defendant in the primary action or being named as a third-party defendant by a defendant in the primary action.

Notwithstanding anything in this Agreement to the contrary, in no event shall any party be liable to any other party for indirect, consequential, punitive, special, or exemplary damages under any theory of law that is now or may in the future be in effect, including without limitation: contract, tort, strict liability, or negligence.

Notwithstanding the availability of other remedies at law or in equity, either party shall be entitled to specific performance to remedy a breach of this Agreement by the other party.

The provisions of this Section shall survive the termination of this Agreement.

XV. **Dispute Resolution**

Disputes under this Agreement shall be reduced to writing and referred to the parties' representatives for resolution. The parties' representatives shall meet and make all reasonable efforts to resolve the dispute. Pending resolution, the parties shall continue to fulfill their obligations under this Agreement in good faith, unless this Agreement has been suspended or terminated as provided in Section XII. If the parties fail to resolve the dispute within thirty (30) days, they may mutually agree to pursue mediation or arbitration to resolve such issues. The parties agree that the place of mediation or arbitration shall be Concord, New Hampshire.

Any disputes relating to compliance with this Agreement or the regulations of the PUC or DOE may be referred by the Company, the Supplier, or the Customer to the PUC or DOE, as applicable, and such disputes shall be subject to the regulatory oversight of the PUC or DOE.

XVI. **Notice**

All notices and other communications shall be to the Company contacts listed on the Company's website except as provided in Exhibit A. Notices and other communications to Supplier shall be addressed as shown on Exhibit B and Exhibit C, as applicable. The parties agree that such written notice, upon confirmation of receipt, shall constitute an acceptable writing.

XVII. **Governing Law**

This Agreement is governed by the laws of the State of New Hampshire without regard to the conflict of laws in effect therein.

XVIII. **Enforceability**

In the event that any portion or part of this Agreement is deemed invalid, against public policy, void or otherwise unenforceable by a court of law, the validity and enforceability of the remaining portions shall otherwise be fully enforceable.

XIX. **Assignment and Delegation**

Either party to this Agreement may assign any of its rights or obligations under this Agreement; provided however, that no assignment by Supplier shall take effect until the assignee has met the requirements of Section IV of this Agreement. No assignment of this Agreement shall relieve the assigning party of any of its obligations under this Agreement until such obligations have been assumed by the assignee.

In addition, either party may subcontract its duties under this Agreement to a subcontractor provided that the subcontracting party shall remain fully responsible as a principal and not as a guarantor for performance of any subcontracted duties, and shall serve as the point of contact between its subcontractor and the other party, and the subcontractor shall meet the

requirements of this Agreement and any applicable laws, rules, and regulations. The assigning or subcontracting party shall provide the other party with thirty (30) days' prior written notice of any such subcontracting or assignment, which notice shall include such information about the subcontractor as the other party shall reasonably require.

XX. **Miscellaneous**

This Agreement is the entire agreement between the parties regarding the matters described in this Agreement and supersedes all other agreements, communications, and representations. This Agreement may be amended by written agreement of the parties. Paragraph headings are for convenience only and are not to be construed as part of this Agreement. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same document.

In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date above.

SUPPLIER NAME

Signature: _____

Print: _____

Title: _____

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

Signature: _____

Print: _____

Title: _____

Exhibit A

COMPANY SPECIFIC PROVISIONS

1. Budget and Payment Options

Supplier acknowledges that Company offers budget and payment plans. Until POR is implemented, if such a Customer on Consolidated Billing Service pays the Company less than the full amount billed, the Company shall follow the payment hierarchy as set forth in the Tariff.

2. Summary Billing

Supplier acknowledges that Company offers a summary billing option, which allows qualified Customers with multiple electric service accounts to consolidate multiple individual billings on a single bill format. Until POR is implemented, if such a Customer on Consolidated Billing Service pays the Company less than the full amount billed, the Company shall follow the payment hierarchy as set forth in the Tariff.

3. Fees

Supplier agrees to pay any fees if and as approved by the PUC or DOE. Company shall notify Supplier of the approval of any such fees and will amend this Exhibit A as may be necessary to describe them.

4. Holidays and Time

Any reference made with respect to time either in this Agreement or the EBT Standards is understood to be Eastern Prevailing Time.

The Company observes the following holidays and will not receive or process electronic transactions on the following days: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, The Day After Thanksgiving, and Christmas Day. All holidays will be the nationally observed day, or as otherwise posted by the Company.

Exhibit A, p. 2

5. Money Transfers

The Company will transfer payments to the Supplier by way of Automated Clearing House monthly.

6. Business Continuity Plan

If the electronic transmission vehicle used to send and receive files is out of service, the Company will use a business continuity plan which will be posted on the Company's web site. In such an event, Supplier agrees to cooperate with Company and abide by the contents of Company's business continuity plan. Supplier may contact Company's representative, as provided below, for further information about accessing the continuity plan.

7. Company Contact

Information on how to contact the Company's representative for the administration of this Agreement shall be posted on the Company's web site (www.libertyutilities.com).

Exhibit B

SUPPLIER INFORMATION

Supplier must fill this form out completely and return it to Company at the time it enters into the Agreement with Company. Failure to fill out this form completely will render Company unable to provide services for Supplier.

A. General Information (all Suppliers)

1. Legal name of the Supplier _____
2. d.b.a. name, if applicable _____
3. Supplier Address _____
4. Type of Business Entity _____
5. Supplier Customer Service PHONE and EMAIL: _____

6. Supplier Tax Identification number _____
7. Supplier Dun & Bradstreet number _____
8. Name of the Supplier's general contact & phone number

9. Supplier's general contact facsimile number _____
10. Supplier's general contact Internet address _____
11. Name of Supplier's technical contact and phone number _____
12. Supplier's technical contact facsimile number _____
13. Supplier's technical contact email address _____
14. Date Supplier attended New Hampshire supplier training _____
15. Has Supplier registered with the DOE in accordance with applicable rules and regulations? _____
16. Is this Exhibit B submission in addition to an Exhibit B currently on file?
Yes NO
If yes, please provide a unique DUNS number in section A7 of the exhibit B
17. Is this Exhibit B submission to support a CPA Program?
Yes NO
If yes, skip section "B. Billing and Banking Information section of this form and complete "Exhibit C & D"

Exhibit B, p. 2 of 3

B. Billing and Banking Information (for Suppliers opting for Consolidated Billing Service)

1. If the Supplier is planning to assign its own account number, provide format and size _____
2. Name of receiving bank (to accept electronic transfer of customer payments) _____
3. Routing and transit number (ABA number) _____
4. Bank account number _____
5. Notification of Payment email address _____

C. Value Added Network (VAN) / EDI Provider

1. Name of VAN/EDI Provider _____
2. ISA Qualifier _____
3. ISA ID _____
4. GS Identifier _____

D. Establishment of ISO-NE Settlement Account

1. Name of the ISO-NE Participant in whose ISO-NE Settlement Account the Supplier's load obligation will be reflected _____
2. ISO-NE Participant ID _____
3. Supplier Contact Name and phone number _____
4. Supplier Contact facsimile number _____
5. Supplier Contact e-mail address _____
6. Estimated Maximum Load (kW Demand) _____
7. Estimated Effective Date (mo/day/year) _____

E. Supplier Load Allocation, if requested

1. Check to receive load estimation results _____ Yes _____ No
2. Supplier Load Settlement Contact name, phone and fax number _____
3. Supplier Load Settlement Contact e-mail address _____

Exhibit B, p. 3 of 3

F. Notices to Supplier shall go to:

Name: _____

Address: _____

Telep _____

hone: _____

Fax

numb

er:

Electronic Mail _____

Authorized Signature: _____

Name (printed or typed): _____

Title: _____

Date: _____

Exhibit C
Community Power Aggregation Form

Supplier must provide the information below to Company for each individual CPA served

1. Name of Municipality or County (list all entities in a County-administered aggregation):

2. NHPUC Docket Number for Electric Aggregation Plan:

3. Is the Supplier authorized to provide customer enrollment and Electronic Data Interchange services on behalf of the aggregation pursuant to 2204.06? Yes: ___ No: ___

4. Is Supplier authorized to provide Load Serving Entity Services on behalf of the CPA pursuant to Puc 2205.01? Yes: ___ No: ___
5. ISO-NE Participant ID(s) and DUNS number(s) CPA will assign customers to pursuant to Puc 2205.01(c):

6. CPA program name pursuant to RSA 53-E:3-b to present on customer bills for Consolidated Billing Services (38-character limit):

7. CPA program customer service number pursuant to Puc 2205.16(c)(1) to provide customers in response to inquiries regarding CPA matters, and for presentation on customer bills for Consolidated Billing Services;

8. CPA program general Internet address:

9. Municipal or County Employee or Official authorized to request and receive data under Puc 2200 Rules (name, business address, phone number, and e-mail address):

10. Is the person named above authorized to receive individual confidential customer data? Yes: ___ No: ___

11. Agent(s) authorized to request and receive data under Puc 2200 Rules (business entity or governmental instrumentality, primary contact name, title, business address, phone number, _____ and _____ e-mail address): _____

12. Is the entity(ies) named above authorized to receive individual confidential customer data? Yes: ___ No: ___

Authorized Signature: _____

Name (printed or typed): _____

Title: _____

Date: _____

**Exhibit
D**

Municipal and County Aggregation Programs

LSE servicing a CPA program must complete this form

A. General Information

1. Legal name of the Supplier (CEPS/LSE) _____
Supplier Contact Name : _____
Supplier Email : _____
Supplier Phone : _____
2. Legal name of the CPA : _____
CPA Contact Name : _____
CPA Email : _____
CPA Phone : _____

B. Banking Information (for Suppliers opting for Consolidated Billing Service):

1. Name of Organization receiving payments

2. Name of receiving bank (to accept electronic transfer of customer payments)

3. Routing and transit number (ABA number) _____
4. Bank account number _____
5. Notification of Payment email address _____

C. Billing Information (to invoice tariff charges IDR's, EDI testing, etc.)

1. Organization Name:

2. Billing address:

3. Contact Name: _____
Email: _____
Phone: _____

Exhibit D, p. 2 of 2

D. Customer Bill Print *(name and contact to be displayed on customer bills.)*

1. Name of Organization on bill _____

2. Email address:

3. Customer Service Number _____

Supplier Signature: _____

Name (printed or typed): _____

Title: _____

Date: _____

CPA Signature: _____

Name (printed or typed): _____

Title: _____

Date: _____

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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NHPUC NO. 21 - ELECTRICITY DELIVERY
LIBERTY UTILITIES

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

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 ₁ and V |

| | | | |
|------------|---|------------|---|
| Issued: | XX XX, 20XX January 18, 2023 | Issued by: | /s/ Jeffrey Faber <u>Neil Proudman</u> |
| Effective: | XX XX, 20XX February 1, 2023 | Title: | Jeffrey Faber <u>Neil Proudman</u> <u>Interim President</u> |

NHPUC NO. 21 - ELECTRICITY DELIVERY
LIBERTY UTILITIES

~~Eleventh Tenth~~ Revised Page 27
Superseding ~~Tenth Ninth~~ Revised Page 27
Terms and Conditions

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 2024 | September 2024 | October 2024 | November 2024 | December 2024 | January 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 ~~C~~ustomer-generator will be required to have a bidirectional net meter installed and owned by the Company at no cost to the ~~C~~ustomer. Each ~~C~~ustomer-generator will have the option to have a production meter installed and owned by the Company at no cost to the ~~C~~ustomer.

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 ~~C~~ustomer 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 ~~C~~ustomer 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 ~~C~~ustomer 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 ~~C~~ustomer-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 ~~C~~ustomer-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 ~~C~~ustomer-generators taking ~~E~~nergy ~~S~~ervice 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 ~~C~~ustomer-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 Ccustomer-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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NHPUC NO. 21 - ELECTRICITY DELIVERY
LIBERTY UTILITIES

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

Terms and Conditions for ~~Competitive~~ Suppliers

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 Services 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 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 ~~sub~~Section 2(~~e~~) and 2(~~f~~), below. The ~~Competitive~~ Supplier's right to serve customers will cease to be effective with such termination, however the ~~S~~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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Interim President

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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NHPUC NO. 21 - ELECTRICITY DELIVERY
LIBERTY UTILITIES

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

Terms and Conditions for ~~Competitive~~ 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 ~~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 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 ~~EDIEBT 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.~~

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

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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.

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 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.~~

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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

- 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_{cg} (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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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.
- 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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NHPUC NO. 21 - ELECTRICITY DELIVERY
LIBERTY UTILITIES

Original Page 85B
Terms and Conditions for Suppliers

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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