

**STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION**

Docket No. DG 17-048

**LIBERTY UTILITIES (ENERGYNORTH NATURAL GAS) CORP.
d/b/a LIBERTY UTILITIES**

Distribution Service Rate Case

Response to September 24 Secretarial Letter

Liberty Utilities (EnergyNorth Natural Gas) Corp. d/b/a Liberty Utilities (“Liberty” or the “Company”), through counsel, respectfully responds to the September 24, 2018, Secretarial Letter (the “Secretarial Letter”), answering the three questions posed by the Commission.

In support of this motion, the Company states as follows:

1. Order No. 26,122 (Apr. 27, 2018) (the “Order”) resolved the merits of this rate case and approved the “settlement decoupling proposal.” *Id.* at 45 (“we approve the settlement decoupling proposal in concept”); *see* Hearing Exhibit 29 (the Liberty-OCA *Agreement Regarding Permanent Rates*); Day 5 Transcripts of March 23, 2018, Morning Session, and March 23, 2018, Afternoon Session, containing the testimony of Dr. Johnson and Mr. Therrien.
2. Because of its relevance to the Secretarial Letter, below is the text of the decoupling proposal contained in the Liberty-OCA *Agreement Regarding Permanent Rates* as it relates to the tariff and customer bills:

The Settling Parties agree that the Company should implement a “full” decoupling mechanism that contains the following elements: (1) real-time weather normalization, calculated at the individual customer level; (2) revenue per customer design, with accrual calculations at the rate class level and billing rates aggregated into two rates – Residential and C&I; (3) Managed Expansion Program customers are subject to decoupling, but the expansion surcharge dollars (i.e., the 30% distribution premium) are

excluded from the decoupling calculation; and (4) special contract customers are not subject to decoupling and will be excluded entirely from the decoupling calculation.

The real-time weather normalization adjustment is calculated as the difference between actual distribution revenue billed to each customer in each billing cycle for each month, and what distribution revenue for each customer's bill would have been based on normalized therm deliveries. The resulting charge or credit will be added to or subtracted from each customer's bill at the time the bill is rendered (i.e., "real time").

The annual revenue per customer adjustment will be determined by calculating the difference between actual annual distribution revenue per customer and approved annual distribution revenue per customer for two groups of customers: (a) the residential classes and (b) the commercial and industrial classes. Approved annual distribution revenue per customer for each of these two groups will be based on the approved distribution revenues and test year average customer counts for each group. The difference in total distribution revenues is calculated using this revenue per customer variance multiplied times the actual average annual customer count. This amount will be recovered from or refunded to each group over the subsequent 12-month period through a uniform charge per therm for each group.

* * *

The Settling Parties agree that the decoupling mechanism shall take effect beginning on November 1, 2018. On that date, decoupling will replace the Lost Revenue Adjustment Mechanism established in Order No. 25,932 (Docket No. DE 15-137), and the Company will cease any and all recovery of lost revenues attributable to energy efficiency programs outside of the decoupling mechanism.

Hearing Exhibit 29, at 10-12.

3. In summary, the "settlement decoupling proposal" that the Commission approved is "a full decoupling mechanism, that is based on revenue per customer, and includes a real-time component for weather." Day 5 Transcript, morning session, at 28 (Therrien).
4. The Commission did not order changes to the Liberty-OCA decoupling proposal that are relevant here, but directed the Company to file illustrative tariffs and customer notification materials well in advance of the mechanism's November 1 implementation date to allow time for discussion with Staff and the OCA to fine tune the details:

Because decoupling is slated for November 1, Liberty is directed to file within 45 days of this order illustrative tariffs demonstrating the rates, terms, and conditions required to implement decoupling in conformance with existing law. Due to the novelty of the decoupling process in New Hampshire, Liberty must also submit at the same time customer notice and educational materials for review and approval by the Commission.

Order at 46; *see* eleventh ordering clause, Order at 56 (“Liberty shall file illustrative tariffs and draft customer notices detailing the rates, terms, and conditions associated with decoupling within 45 days from the date of this order”).

5. Liberty filed the illustrative tariffs and draft customer notices on June 11, 2018, along with a timeline of key dates related to the development, review, and issuance of customer informational materials.
6. Liberty contacted Staff a week later to arrange a meeting to discuss the compliance filing and obtain Staff’s comments. After the first agreed meeting date had to be cancelled, Staff did not provide Liberty with additional dates on which it could meet. Over the succeeding months, Liberty asked Staff for status updates on Staff’s review of the compliance filing, but received no substantive responses.
7. In order to meet the mandated November 1 implementation date for decoupling, Liberty did the following during the months of June through August:
 - a. Liberty directed its billing vendor make the necessary changes to its software to implement the approved decoupling mechanism. As discussed during hearing, these software changes were substantial and required significant lead time to develop and test. *See, e.g.*, Day 5, morning session, at 35-40, 105-111; Day 5, afternoon session, at 4-16, 26-28, 49-54, 101-103. The computer changes have been completed and are now being tested.
 - b. Liberty also directed its billing vendor make the necessary changes to the bill presentation so that it would include the “Normal Weather Adj” line that appears on the sample bill introduced as hearing Exhibit 61, a programming task that also required lead time to implement and test prior to November 1. No party objected to the appearance of Exhibit 61 during hearing, the Order did not comment on its

appearance, and Staff made no suggested changes. That software change has also been completed and is being tested.

- c. Liberty continued to work on, revise, and eventually finalize the customer notice that the Company will send to customers with October bills. The mailing had to be finalized in late August to allow for printing and shipping to the bill mailing vendor in September to be ready for inclusion in October bills.
 - d. Finally, the Company revised the decoupling Q&A that would be put on its website, prepared a separate web page for decoupling, and created a short video to be posted on the website and distributed through social media, all to be ready by October 1.
8. On September 11, 2018, three months after the Company's June 11 compliance filing and only three weeks before the start of formal customer notification, Staff informed Liberty for the first time that it had questions about the compliance filing, including the issues raised in the Secretarial Letter. Following are Staff's questions, which were included in an email setting the agenda for a previously scheduled meeting on another topic (the numbered paragraphs correspond to the issues also raised in the Secretarial letter):

Staff has a number of topics it would like to address at our meeting on Friday 9/14, so I provide this email as an "agenda" of sorts.

* * *

Draft Decoupling Tariff filed 6/11/18

[1] Regarding the Order at 46, which requires that the decoupling tariff be "in conformance with existing law". There are questions about how this tariff squares with the provisions of RSA 378:3 and Appeal of Pennichuck Water Works, 120 NH 562 – both of which, arguably, prohibit rate adjustments made after the service is provided, as is the case with the real-time weather adjustment.

Staff believes that the decoupling tariff must show the calculation of the real-time weather normalization – so that customers can follow the calculation behind the new line item adjustment on their bill. What weather data will be used? How will the weather data and the corresponding effect on usage be calculated? For example, how will base load be isolated on a monthly basis so that only heat sensitive load will be adjusted.

[2] Staff wishes to explore ways to make the formula at Section D.5.b on p. 4 easier to follow (especially by customers).

[3] Staff wants to explore why the real-time weather normalization is only set up for winter months, when we recall that during the case it was presented as a year round event.

Concerning Section D.8 – Staff believes the Commission should be provided with monthly (or perhaps daily) information as to how the real-time weather adjustment was derived for each billing cycle.

Staff has comments on the customer write up, which we will try to finalize for the meeting.¹

9. Staff, Liberty, and the OCA met on Friday, September 14, at which Liberty conveyed the information discussed in this Response, and more, and also agreed to modify the tariff language. Staff provided “high level” comments on the customer notification issues on September 17. Liberty responded to those comments on September 24, provided updated customer notifications, a link to the decoupling video, and answered other questions that Staff raised. The Secretarial Letter was also issued September 24.

Question 1 – Twelve Month versus Six Month WNA

10. The Secretarial Letter states that “*Liberty proposed* a real-time weather normalization adjustment that would be made year round. According to ... the illustrative tariff, however, the adjustment will only be performed during the six winter months.” (Emphasis added.) The Secretarial Letter directed Liberty to “provide the reasoning behind *its decision* to now propose an illustrative tariff that limits the adjustment to the six winter

¹ The Company did not receive these comments until September 17, they were described as “high level” suggestions, and they referenced the materials filed on June 11. The Company had independently made changes during its internal review that unknowingly anticipated Staff’s comments.

months [and] to explain in detail any benefits and drawbacks to its customers from the change to a winter-only adjustment.” (Emphasis added.)

11. First, the Commission did not approve Liberty’s weather normalization adjustment (“WNA”) mechanism. The Order approved the different proposal contained in the Liberty-OCA settlement, quoted above. Liberty’s initial proposal did contain a WNA mechanism with separate summer and winter periods, *see* Exhibit 8, Direct Testimony of Gregg Therrien, at Bates 318, but the WNA mechanism in the Liberty-OCA settlement, which is the proposal that the Commission approved, did not propose for it to apply 12 months per year. The approved WNA mechanism is silent as to whether it would apply for six or 12 months.² The Company found nothing helpful in the hearing transcript.

12. Second, implementing a year round WNA mechanism would produce unintended and unacceptable results. A fundamental step in the WNA is to compute the percentage difference between the actual and normal heating degree days (HDDs) during the applicable billing period.³ Because HDDs are much lower in the summer and shoulder months, the percentage difference between actual and normal can be large and variable while the absolute difference in the HDDs is small. Such large relative differences and variability may give rise to inappropriately large weather adjustments for certain highly weather sensitive customers for small actual differences in HDDs.

13. For example (and these are the actual numbers behind the sample bill discussed at hearing, Exhibit 61, a corrected copy of which is attached to this Response), if the normal

² The reference to “annual” in the third paragraph of the settlement proposal applies to the annual revenue-per-customer adjustment, not to the time over which the decoupling mechanism will be in effect.

³ The WNA mechanism uses this percentage to reconcile the actual therms used for heat to the therms that would have been used for heat under normal weather.

HDDs for a billing period are 897 therms, but the actual HDDs for that period were 887 therms (warmer than normal), the 10 therm difference represents a variance from normal of only 1.1%. Since the WNA mechanism is largely driven by this percentage change in actual-to-normal HDDs, the upward adjustment in Exhibit 61 was only \$0.50 (out of a total variable distribution charge of \$80.93). Also attached is an example of bill that resulted in a \$3.73 WNA credit, covering a period colder than normal. As with Exhibit 61, this sample is based on an actual bill.

14. There are fewer HDDs in the shoulder and summer months, so a relatively small change in actual weather can give rise to a large percentage change between actual and normal HDDs. For example (and this is actual data discussed with Staff and the OCA on September 27), during the billing period of May 24 through June 22, 2018, the actual HDDs were 43 and the normal HDDs were 78, resulting in an 81% difference. A percentage difference of this magnitude is not uncommon during the shoulder and summer months. And since this percentage change is an important driver in the WNA mechanism, its application would lead to a relatively large percentage adjustment to the variable distribution portion of a relatively small bill. Such a potentially large adjustment would not be appropriate and may send conflicting and confusing price signals. Such an adjustment does not accurately reflect changes in a customer's weather-related consumption, which is small or non-existent during the non-heating season.

15. Third, the Company's billing system currently performs a "base usage" calculation for all customers, which is each customer's average use during two consecutive June, July, and August periods. Base usage is assumed to be the customer's non-heating load, which is important information that the Company uses for various billing purposes, including for

the WNA mechanism. In order to capture the base usage, the Company must disable certain functions of the billing software that are otherwise necessary for the WNA mechanism. That is, the Company cannot calculate the base usage and the WNA mechanism at the same time, so it is impossible to implement the WNA mechanism over the three summer months.

16. Paragraphs 11 through 15 above constitute the “reasoning behind [the] decision to now propose an illustrative tariff that limits the [WNA] adjustment to the six winter months.”

17. The Secretarial Letter also asked the Company “to explain in detail any benefits and drawbacks to its customers from the change to a winter-only adjustment.”

18. The primary customer benefit is avoiding the inappropriate and confusing adjustments that the WNA mechanism would compute if implemented over the shoulder and summer months, as described above.

19. The Company does not see customer drawbacks to a winter-only WNA mechanism. To the extent customers will not have access to the mechanism’s effect of smoothing the variation in distribution charges, that effect will be small during the summer (assuming away the anomalies discussed above) given the low usage during that period.

Question 2 – Specific Tariff Language

20. The Secretarial Letter states that the proposed tariff language, specifically Section 17.D.7.b, “falls short” of the transparency the Commission would like to see. The Company discussed this issue with Staff and the OCA during the September 14 meeting and again during a meeting on September 27. The Company agreed to revise the tariff language and is filing that revised language under separate cover. The revisions include specific formulae

for the revenue decoupling and for the WNA mechanism, with appropriate definitions and descriptions.

Question 3 – “Compliance with Existing Law”

21. The third question posed by the Secretarial Letter quotes the Order’s statement that the decoupling tariff must be “in compliance with existing law” and states that Liberty’s compliance filing “does not address this requirement.” The Commission thus directed Liberty “to file a legal memorandum explaining how the real-time weather normalization portion of the tariff as filed is ‘in compliance with existing law,’” citing RSA 378:3 and *Appeal of Pennichuck Water Works*, 120 N.H. 562 (1980). This Response is Liberty’s legal memorandum.

22. It is Liberty’s position that the WNA mechanism as set forth in the tariff is “in compliance with existing law” for the following reasons.

RSA 378:3

23. First, the opening phrase of RSA 378:3 shields the WNA mechanism from any other alleged deficiencies that may exist under that statute. RSA 378:3 states, in full:

378:3 Change. Unless the commission otherwise orders, no change shall be made in any rate, fare, charge or price, which shall have been filed or published by a public utility in compliance with the requirements hereof, except after 30 days' notice to the commission and such notice to the public as the commission shall direct.

Regardless of how one interprets the required “notice” and the meaning of “any rate, fare, charge or price,” discussed below, the opening phrase “unless the commission otherwise orders” must also be given full effect. *State Employees Ass’n of New Hampshire, SEIU*,

Local 1984(SEA) v. New Hampshire Div. of Personnel, 158 N.H. 338, 345 (2009) (“We also note the ‘elementary principle of statutory construction that all of the words of a statute must be given effect and that the legislature is presumed not to have used superfluous or redundant words’”) (citation omitted). So, if the Commission were to approve a “change” in a “rate” without “30 days’ notice to the commission,” a change that would otherwise violate RSA 378:3, that change would nonetheless be “in compliance with existing law” because the “commission otherwise order[ed]” that change.

24. Here, the Commission knew that the WNA mechanism would adjust the customer’s bill based on variation in HDDs during the immediately preceding billing period. That is, the Commission specifically understood that the WNA mechanism has a backward-looking function, a comparison of actual to normal HDDs, before it calculates the final bill.

The real-time weather normalization adjustment is calculated as the difference between actual distribution revenue billed to each customer in each billing cycle for each month, and what distribution revenue for each customer’s bill would have been based on normalized therm deliveries

Liberty-OCA Settlement, Hearing Exhibit 29, at 11.

The settlement also includes important non-revenue provisions, including ... a decoupling plan under which revenue per customer targets would be established for each rate class. Each month, and again at the end of each year, rates would be adjusted up or down to allow the Company to collect the established revenue per customer targets. The monthly adjustments would account for changes in weather. In months when temperatures were colder than normal, customers would receive a credit on their bill to return the increased revenues that Liberty would have collected due to higher usage during the colder than normal temperatures. During warmer months, customers would pay a charge to make up for the reduced revenues attributable to the warmer temperatures.

Order at 6-7.

25. With this knowledge that the WNA mechanism would apply a credit or charge based on the prior month’s weather, and with presumed knowledge of RSA 378:3’s notice

requirement, the Commission approved and ordered implementation of the WNA mechanism. Thus, the WNA mechanism is “in compliance with existing law” because the Commission “otherwise order[ed]” its implementation.

26. Second, even if the Commission disregarded the “otherwise orders” language, RSA 378:3 does not render WNA mechanism illegal because the mechanism does not change “any rate, fare, charge or price.” As described above, the WNA reconciles the terms actually used to the terms that would have been used under normal weather. The WNA mechanism calculates a percentage difference between actual and normal usage and multiplies that by the approved rates, giving rise to dollar adjustment. There is no change in rates and all rate components on a customer’s bill will be calculated at Commission-approved rates.

27. The WNA mechanism is simply a reconciling mechanism intended to true up the effects of weather: “Rate cases are premised on normal weather, and known and measurable adjustments are made in order to normalize the rate year. That does not change with decoupling. Decoupling is a reconciling mechanism after those base rates are established.” Day 5, morning session, at 32 (Therrien).

28. Third, even if the “otherwise orders” language is ignored, and even if the WNA adjustment is a “change” in a “rate, fare, charge or price,” the WNA mechanism still complies with RSA 378:3 because the revised tariff language, attached, provides “30 days’ notice to the commission” of that change. The tariff language describes the formulae that will be used to calculate the WNA, which is similar to the notice currently given for other billing components and arrangements such as calculating the “therm factor” and budget billing.

Appeal of Pennichuck

29. The Secretarial Letter directed Liberty “to explain how the tariff complies ... with the NH Supreme Court’s ruling in *Appeal of Pennichuck Water Works*.” *Pennichuck* stands for the well-known proposition that “the earliest date on which the PUC can order temporary rates to take effect is the date on which the utility files its underlying request for a change in its permanent rates.” 120 N.H. at 567. More specifically, the Secretarial Letter cited *Pennichuck* as authority for the “customers right to rely on the rates in effect at the time they consume utility service,” echoing the more specific statement in *Pennichuck*: “In no event may temporary rates be made effective as to *services rendered* before the date on which the permanent rate request is filed.” *Id.* (emphasis in original).
30. Liberty does not dispute these established principles, but contends that they do not apply to the WNA mechanism for reasons similar to the discussion of RSA 378:3 above. First, the WNA mechanism does not change approved “rates.” The use of the term “rates” in the temporary and permanent rate statutes, RSA 378:27 through 378:29, which were the statutes at issue in *Pennichuck*, is without ambiguity. The WNA mechanism only applies approved rates.
31. And second, *Pennichuck* held that a utility could not recover rate increases for services prior to the filing of the rate case, i.e., prior to notice of the proposed rate change. Even if the WNA mechanism was considered to change rates, customers *do* have notice of

those changes through the tariff language that describes how the WNA mechanism will operate.

32. Thus, the WNA mechanism does not run afoul of the holding in *Pennichuck*.

Conclusion

33. Liberty is concerned over the process that led to the Secretarial Letter and the need for this Response. The first two questions should have been vetted during the typical process of post-order tariff review among Staff, Liberty, and the OCA, with the result being either a Staff recommendation for approval or a more developed and focused disagreement to be resolved by the Commission. Despite the Company's efforts, that process did not occur. Rather, the issues Staff raised at the last moment became the subject of a Secretarial Letter – in effect a Commission order – without the opportunity for any input from the Company. This denial of an opportunity to be heard raises due process concerns. Indeed, in the case of Question 2, the Secretarial Letter was issued before Liberty could even produce the tariff changes it agreed to make.

34. The third question, a purely legal issue, should have been raised during hearing, not five months after the Order was issued and four months after it became final. Nothing prevented the issue from being raised earlier. The Commission did not invoke RSA 365:28 to reopen the hearing, which of course requires notice and hearing, and the issue is not akin to a jurisdictional issue that a court may raise at any time. The Commission has authority

and precedent to approve mechanisms that adjust bills without violating the principles of *Pennichuck*. Again, the “therm factor” adjustment is an example.⁴

35. The Company has responded to all questions in the Secretarial Letter and to all questions and issues otherwise raised by Staff. Liberty respectfully asks the Commission to approve the tariff provisions and compliance filing.

Respectfully submitted,
Liberty Utilities (EnergyNorth Natural Gas) Corp.
d/b/a Liberty Utilities

By its Attorney,



Date: October 1, 2018

By: _____
Michael J. Sheehan, Senior Counsel #6590
116 North Main Street
Concord, NH 03301
Telephone (603) 724-2135
michael.sheehan@libertyutilities.com

Certificate of Service

I hereby certify that on October 1, 2018, a copy of this response has been electronically forwarded to the service list.



By: _____
Michael J. Sheehan

⁴ The therm factor is a long accepted adjustment that converts the customer’s “usage” into “therms” by a calculation that can only be done after the billing period when the Company knows the exact BTUs of the gas delivered during that month. The adjusted therms are multiplied by the approved rates, which is similar to the WNA adjustment discussed here. The therm factor adjustment has occurred without Commission concern for years.



Liberty Utilities

Liberty Utilities
 P.O. Box 1380
 Londonderry, NH 03053-1380
 Visit our website at www.libertyutilities.com

FOR QUESTIONS REGARDING YOUR BILL CALL (800) 833-4200
 FOR EMERGENCIES CALL (855) 327-7758

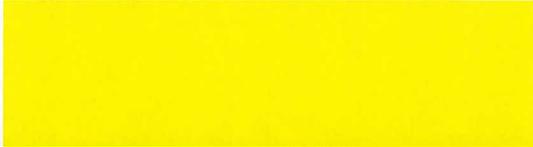


EXHIBIT
 #61
 DG 17-048

Statement

ACCOUNT INFORMATION	
Account number:	00000000-00000000
Statement #:	0000000X
Bill Date:	4/21/2015
Due date:	5/19/2015
Next meter read	
Service address:	

Meter #	Rate Code	Read Type	Days	Service dates	(Current - Prev.)	x Multiplier	= Usage	Therm Factor	Therms	
00NH000000	40-GR3	Actual	33	3/13/2015-4/16/2015	146	56	1.00000	90.00	1.03060	93

IF YOU SMELL GAS, LEAVE THE PREMISES and CALL US IMMEDIATELY: Our emergency toll-free number is 1-855-327-7758 or call 911.

ACCOUNT ACTIVITY	
Previous Balance:	0.00
Payments Received:	0.00
Balance Forward:	0.00
Current Charges:	
Minimum chg \$0.6617 per day for 29 days	19.19
Distribution Chg 96.6670 units x 0.31400	30.35
Distribution Chg 139.3330 units x 0.25940	36.14
Normal Weather Adj \$65.50 x -1.000%	0.66 CR
Distribution Adj 236.0000 units x 0.07720	18.22
Gas Supply Chg 236.0000 units x 0.79011	186.47
Miscellaneous Charges/Credits:	
Total Amount Due:	289.71

SPECIAL MESSAGE
 Please consider making a tax deductible donation to the Neighbor Helping Neighbor Fund by visiting nhfund.org.

Total Distribution Chg = SUM(Distribtn Chg)

Normal Weather Adjustment (WNA)

Weather Normalization Factor (WNF)

KEEP THIS PORTION FOR YOUR RECORDS

Please include your account number on your check.
 Make checks payable to Liberty Utilities

Payment Coupon

Please check box and see reverse for: Update phone/address

Service Address:

0
0
0

LATE PAYMENT FEE:
 Payments received after the due date are subject to 1.5% per month late fee.

DETACH AND RETURN THIS REMITTANCE PORTION OF THE BILL WITH YOUR PAYMENT

BALANCE FORWARD	CURRENT CHARGES	AMOUNT DUE	ENCLOSED AMOUNT
0.00	289.71	289.71	

Check Number:

Liberty Utilities- NH
 75 Remittance Dr, Ste 1032
 Chicago, IL 60675-1032

00000000-00000000
Statement #: 0000000X
Bill Date: 4/21/2015
Due Date: 5/19/2015



Liberty Utilities
 P.O. Box 1380
 Londonderry, NH 03053-1380
 Visit our website at www.libertyutilities.com

FOR QUESTIONS REGARDING YOUR BILL CALL (800) 833-4200
 FOR EMERGENCIES CALL (855) 327-7758



Statement

ACCOUNT INFORMATION	
Account number:	44507426-44111982
Statement #:	
Bill Date:	4/6/2018
Due date:	
Next meter read	
Service address:	

Meter #	Rate Code	Read Type	Days	Service dates	(Current - Prev.)	x Multiplier	= Usage	Therm Factor	Therms	
0006133194	40-GR3	Actual	30	03/08/2018- 04/06/2018	2353	2210	1.00000	143.00	1.03230	148

IF YOU SMELL GAS, LEAVE THE PREMISES and CALL US IMMEDIATELY: Our emergency toll-free number is 1-855-327-7758 or call 911.

ACCOUNT ACTIVITY	
Previous Balance:	0.00
Payments Received:	0.00
Balance Forward:	0.00
Current Charges:	
Minimum chg \$0.8143 per day for 30 days	24.43
Distribution Chg 100.0000 units x 0.38630	38.63
Distribution Chg 48.0000 units x 0.31970	15.35
Normal Weather Adj \$53.98 x -6.9100%	3.73 CR
Distribution Adj 148.0000 units x 0.08560	12.67
Gas Supply Chg 148.0000 units x 0.80560	119.23
Miscellaneous Charges/Credits:	
Total Amount Due:	206.58

SPECIAL MESSAGE

Please consider making a tax deductible donation to the Neighbor Helping Neighbor Fund by visiting nhnfund.org.

Please include your account number on your check.
 Make checks payable to Liberty Utilities

Payment Coupon

Please check box and see reverse for: Update phone/address

Service Address:

LATE PAYMENT FEE:
 Payments received after the due date are subject to 1.5% per month late fee.

KEEP THIS PORTION FOR YOUR RECORDS

DETACH AND RETURN THIS REMITTANCE PORTION OF THE BILL WITH YOUR PAYMENT

BALANCE FORWARD	CURRENT CHARGES	AMOUNT DUE	ENCLOSED AMOUNT
0.00	206.58	206.58	

Check Number:

Liberty Utilities- NH
 75 Remittance Dr, Ste 1032
 Chicago, IL 60675-1032

44507426-44111982

Statement #:

Bill Date: 4/6/2018

Due Date: