

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

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

For the Period:

August 1, 2017 through January 31, 2018

**May 1, 2017**



**Liberty Utilities<sup>SM</sup>**

## **REQUEST FOR POWER SUPPLY PROPOSALS**

### **1. Overview**

#### **1.1 Background**

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

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

The New Hampshire Public Utilities Commission opened Docket No. IR 14-338 for the purpose of reviewing various approaches to Energy Service solicitations. The Commission directed Staff to conduct stakeholder discussions with electric distribution utilities, competitive suppliers, market participants and customer representatives on different approaches to Energy Service solicitations. The Commission Staff held several technical sessions to discuss with parties various options for pricing and the procurement of Energy Service by distribution utilities. At a May 27, 2015 hearing, the Commission explained that they would like to see the parties work together to change the six-month period in which rates are in effect so that the high-priced winter months are split between two periods.

Liberty implemented the Commission’s suggestion to split the highest cost winter months between two periods. Liberty transitioned from May through October and November through April service periods to August through January and February through July service periods. The result of this change is to have service periods in which the high wholesale electricity cost months of January and February are not together in the same service period, thus reducing price volatility for the Small Customer Group.

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

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

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

The Default Service Settlement Agreement in New Hampshire and the New Hampshire Act require Liberty Utilities to provide Energy Service to those customers that are not receiving generation service from a competitive energy supplier. In compliance with the Default Service Settlement Agreement, Liberty Utilities will procure Default Service by customer group (small customer group and large customer group). For the Small Customer Group, Liberty Utilities will procure 100% of their Default Service supply for a six-month period. For the Large Customer Group, Liberty Utilities will procure 100% of their Default Service supply for two consecutive three-month periods.

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

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

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

## 1.3 Customer Group

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

<b>Customer Group</b>	<b>Rate Class</b>
Small Customer Group	D, D-10, G-3, M, T and V
Large Customer Group	G-1 and G-2

## 2. Description of Services

### 2.1 Description

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

- A brief description of Energy Service;

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

- The eligibility requirements for a customer to obtain or leave Energy Service.

## 2.2 Expected Loads

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

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

For Default Service:

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

Please use the following link to access the site:

<https://liberty-utilities.com/nh/electricsupply/>

Click on "Data" at the upper right of the screen to access Load data, Customer Count Data, Class Average Load Shapes and ICAP Tags. This site is open to anyone with the above link. No user id or password is required to access the data on the site.

## 2.3 Load Blocks

Liberty Utilities' total Default Service requirements covered by this RFP are broken down into the following 3 load blocks:

Load Block	Customer Group	SMD Load Zone	Load Share	Type of Service	Period
A	Large	NH	100%	Default Service	08/01/2017 – 10/31/2017
B	Large	NH	100%	Default Service	11/01/2017 – 01/31/2018
C	Small	NH	100%	Default Service	08/01/2017 – 01/31/2018

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

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

#### 2.4 Retail Customer Rates

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

#### 2.5 Effectiveness of Contracts

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

### 3. General Provisions

#### 3.1 Terms and Conditions

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

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

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

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

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

### 3.2 Proposal Process and Submission Dates

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

<b>Process Step</b>	<b>Date</b>
Issue Request for Proposal	May 1, 2017
Submit Respondent Proposal Information	June 1, 2017 – 5pm EPT
Submit Indicative Pricing	June 6, 2017– 10am EPT
Submit Final Pricing	June 13, 2017– 10am EPT
Execute Agreements and Submit solicitation process summary, Agreements and retail rates to NHPUC	No later than three business days after receipt of all executed agreements.
NHPUC Reviews and Approves Energy Service Rates	No later than five business days after filing of Energy Service Rates
Service Begins	August 1, 2017

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

Liberty Utilities (Granite State Electric) Corp.  
 c/o Liberty Utilities Service Corp.  
 15 Buttrick Rd  
 Londonderry, NH 03053  
 603-216-3608 (phone)  
 603-421-1769 (fax)  
 Attn: John Warshaw  
[john.warshaw@libertyutilities.com](mailto:john.warshaw@libertyutilities.com)

Liberty Utilities is conducting the procurement process in three steps. The first step is for Respondents to provide Liberty Utilities with their background and financial information by 5:00 p.m. EPT on Tuesday, June 1, 2017. Upon receipt, Liberty Utilities will evaluate each Respondent’s qualifications and will notify any Respondent that does not qualify by at least one business day before indicative pricing is due.

Liberty Utilities will not evaluate any indicative or final pricing if the Respondent does not have an executed Master Power Agreement. The Master Power Agreement must be executed prior to submitting indicative pricing.

The second step in this process is for Respondents to provide indicative pricing information by 10:00 a.m. EPT on Tuesday, June 6, 2017 at the above address. Liberty

Utilities will evaluate the indicative pricing as described above, and if required, Liberty Utilities may seek clarifications from Respondents.

The third step is for Respondents to provide final pricing information by 10:00 a.m. EPT on Tuesday, June 13, 2017 at the above address. Liberty Utilities requests final pricing be valid until **2:00 p.m.** that same day. Liberty Utilities intends to evaluate the final pricing and select a Supplier that day by that time. Final pricing shall be binding until execution of a confirmation. Respondents should specify the manner in which they will accept a binding acceptance of their offer by Liberty Utilities prior to receipt of an executed agreement (letter of intent or e-mail) or they will be deemed to be bound by Liberty Utilities' acceptance communicated in any of the preceding manners.

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

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

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

### 3.3 Contact Person/Questions

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

### 3.4 Right to Select Supplier

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

## 4. Service Features

### 4.1 Commencement Date of Supply

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

Service from Liberty Utilities to individual customers, who are taking Energy Service in each customer group as of the Commencement Date, if any, will continue with the

winning Supplier providing such service to Liberty Utilities as of the Commencement Date.

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

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

#### 4.2 Termination Date of Supply

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

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

#### 4.3 Delivery Points

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

<b>SMD Load Zone</b>	<b>Load Asset</b>	<b>Load Asset Name</b>	<b>Load Block</b>
NH	11437	GRANITE LARGE CG DS SVC LOAD	A
NH	11437	GRANITE LARGE CG DS SVC LOAD	B
NH	11436	GRANITE SMALL CG DS SVC LOAD	C

#### 4.4 Form of Service

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

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

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

The Supplier will also be responsible for all transmission and distribution losses associated with delivery of the electricity from the delivery point to the Energy Service customer's meter. A description of the estimation process for determining supplier hourly load can be found in Appendix A of the Master Power Agreement, found in Appendix B of this RFP.

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

4.5 Implementation of the New Hampshire Renewable Portfolio Standards (“NH-RPS”)

In 2007 the State of New Hampshire enacted an Electric Renewable Portfolio Standards law (“NH-RPS Law”) (RSA 362-F) to foster the development of renewable energy sources to meet New Hampshire’s energy needs. The NH-RPS Law requires all retail electricity suppliers to source a minimum portion of their energy needs from a portfolio of renewable energy resources. The NHPUC rules (Chapter PUC 2500) implementing the NH-RPS Law can be found at:

<http://www.puc.state.nh.us/Regulatory/Rules/Puc2500.pdf>

These rules require Liberty Utilities to demonstrate that a portion of its electricity sales are supplied from a mix of renewable energy generation sources. They are:

**Class I** consists of certain new renewable generators that began operation after January 1, 2006).

**Class I Thermal** consists of certain new renewable technologies producing useful thermal energy that began operation after January 1, 2013

**Class II** consists of certain new generators utilizing solar technologies.

**Class III** consists of existing generators utilizing: 1) biomass technologies with a gross nameplate capacity of 25 MW or less; and 2) methane gas.

**Class IV** consists of existing qualifying small hydroelectric generators with a gross nameplate capacity of 5 MW or less.

The renewable requirements as a percent of sales are divided into four separate classes and summarized below:

NH RPS Classes	2017	2018
RPS Class I	6.4%	7.2%
RPS Class I Thermal	1.4%	1.5%
RPS Class II	0.3%	0.3%
RPS Class III	8.0%	8.0%
RPS Class IV	1.5%	1.5%
Total	17.6%	18.5%

Liberty Utilities requests Respondents to separately bid the cost of NH-RPS compliance equivalent to 17.6% of sales in 2017 and 18.5% of sales in 2018. Liberty Utilities will have the option to select bids that include or exclude the NH-RPS component.

If Liberty Utilities accepts bids with the NH-RPS components, Liberty Utilities will require the winning Supplier to utilize the NEPOOL Generation Information System (“NEPOOL GIS”) to provide NEPOOL GIS Certificates that comply with the requirements of the NH-RPS rules. Respondents may propose alternate methods for demonstrating compliance. In each monthly invoice for a service that includes the NH-RPS component, Liberty Utilities will take a credit equal to the product of the NH-RPS

obligation and the applicable Alternative Compliance Payment. Once a Supplier delivers the required number of NEPOOL GIS Certificates, the credit will be returned to the Supplier.

## 5. Proposal Requirements

### 5.1 Format of Proposal

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

### 5.2 Proposed Pricing

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

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

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

Liberty Utilities is seeking the following pricing:

- **All-Inclusive Bids:** For Load Blocks A, B and C, a price which includes all costs. Should Liberty Utilities select this option, (1) suppliers would be responsible for all costs including capacity market charges and (2) Suppliers would not be responsible for supplying the RPS component.
- **NH-RPS Compliance:** Price, on a separate dollar per MWh (\$/MWh) basis in 2017 and 2018, for Supplier to provide the required NH-RPS component for the load block they are proposing to serve. Should Liberty Utilities select this option, the NH-RPS Compliance Bid prices would be added to the All-Inclusive Bid price and the Supplier would provide the applicable quantity of NEPOOL GIS Certificates (see Section 4.7).

### 5.3 Terms and Conditions

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

### 5.4 New England Market Participation

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

### 5.5 Competitive Supplier Registration

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

### 5.6 Regulatory Approvals

The Supplier of the services covered by this Request for Proposal must obtain and maintain all necessary regulatory approvals required to enable it to provide the applicable service; such approvals must be obtained prior to August 1, 2017.

## **6. Retail Customer Relationships**

### 6.1 Customer Billing

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

### 6.2 Notification of Enrollments and Terminations

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

### 6.3 Customer Service

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

## 7. Selection Process

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

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

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

## 8. Credit Requirements

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

- Unsecured line of credit for a rated counterparty
- Parental Guaranty

- Letter of Credit
- Cash deposit with Liberty Utilities

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

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

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

## **9. General Requirements**

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

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

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

Respondents shall, at their own cost and expense, defend, indemnify and hold harmless Liberty Utilities, its parent, subsidiaries and affiliates and their officers, directors, trustees, employees, shareholders, executors, administrators, successors and assigns

against any and all manner of past, present, or future claims, demands, disputes, controversies, complaints, suits, actions proceeding or allegations of any kind which in any manner relate to arise out of, or result from any false statements or misrepresentations, intentional or unintentional, in its proposal, or breach of any covenant by the Respondent set forth herein.

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

**APPENDIX A**

**DESCRIPTION OF SERVICES**

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

**APPENDIX B**

**NEW HAMPSHIRE MASTER POWER AGREEMENT**

**APPENDIX C**

**REQUIRED PROPOSAL INFORMATION**

### 1. General Information

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

**2. Financial Information**

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

**3. Defaults and Adverse Situations**

<p>Describe, in detail, any situation in which Respondent (either individually or as part of a consortium, joint venture or other group), or an affiliate of Respondent, defaulted or was deemed to be in noncompliance of its contractual obligations to transact business in the energy sector within the past five years including, without limitation, to purchase or deliver energy, capacity or other market products at retail or wholesale, or for the purchase or sale of electricity or natural gas, and including any financing agreements or financing provisions of any agreement.</p> <p>Explain the situation, its outcome and all other relevant facts associated with the event.</p> <p>If there was litigation, provide the case caption, index number and court.</p> <p>Identify the name, title and telephone number of the principal manager of the customer/client who asserted the event of default or noncompliance.</p>	
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<p>Has Respondent, or any affiliate of Respondent, in the last five years, (a) consented to the appointment of, or was taken in possession by, a receiver, trustee, custodian or liquidator of a substantial part of its assets, (b) filed a bankruptcy petition in any bankruptcy court proceeding, (c) answered, consented or sought relief under any bankruptcy or similar law or failed to obtain a dismissal of an involuntary petition, (d) admitted in writing of its inability to pay its debts when due, (e) made a general assignment for the benefit of creditors, (f) was the subject of an involuntary proceeding seeking to adjudicate that Party bankrupt or insolvent, (g) sought reorganization, arrangement, adjustment, or composition of it or its debt under any law relating to bankruptcy, insolvency or reorganization or relief of debtors.</p>	
<p>Describe any facts presently known to Respondent that might adversely affect its ability to provide the service(s) bid herein as provided for in the RFP</p>	

**4. NEPOOL AND POWER SUPPLY EXPERIENCE**

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

**5. CONFLICTS OF INTEREST**

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

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

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

**7. Proposed Pricing**  
**(Respondent required to use bidding spreadsheet included on procurement website)**

**ENERGY SERVICE PROCUREMENT SUMMARY**  
**FOR**  
**LIBERTY UTILITIES (GRANITE STATE ELECTRIC) CORP.**  
FOR THE PERIOD  
AUGUST 1, 2017 – JANUARY 31, 2018

**1. RFP Issued**

Liberty Utilities (Granite State Electric) Corp. (“Liberty Utilities”) issued its Request for Power Supply Proposals (“RFP”) on May 1, 2017, to approximately 25 suppliers for the six-month service period August 1, 2017, through January 31, 2018.

The RFP was also distributed to all members of the NEPOOL Markets Committee and posted on Liberty Utilities’ energy supply website. As a result, the RFP had wide distribution throughout the New England energy supply marketplace.

The procurement was conducted in accordance with applicable New Hampshire rules and regulations including Liberty Utilities’ Second Amended Restructuring Settlement Agreement (“Restructuring Settlement”), RSA 374-F (“New Hampshire Act”), and Granite State Electric Company Post-Transition Service Energy Service Proposal Settlement Agreement (“New Hampshire Settlement Agreement”) approved by the New Hampshire Public Utilities Commission in Order No. 24,577 (Jan 13, 2006).

Liberty Utilities’ RFP requested all-inclusive pricing for:

- 100% of the Large Customer Group Energy Service requirements for the six-month period August 1, 2017, through January 31, 2018; and
- 100% of the Small Customer Group Energy Service requirements for the six-month period August 1, 2017, through January 31, 2018.

A description of these load blocks is provided in Exhibit 1.

**2. Key RFP Dates**

- The RFP was issued on May 1, 2017.
- Supplier information was received on June 1, 2017.
- Indicative bids were received on June 6, 2017.
- Final bids were received on June 13, 2017.

### 3. Contract Submissions

All bidders had previously executed Master Power Agreements with Liberty Utilities.

### 4. Indicative Bids

Indicative bids were received on June 6, 2017, from [REDACTED] bidders. The indicative bids were evaluated and ranked (see Exhibits 2 and 3). Indicative pricing was used only to determine current market prices, to prepare an initial ranking of bids, and to identify any bidding anomalies. The retail prices in Exhibit 3 were calculated by adjusting the wholesale prices in Exhibit 2 by the ratio of wholesale purchases to retail deliveries.

The lowest indicative bids for each load block were compared to Liberty Utilities' estimate of expected indicative bids. We calculated the expected bid prices by comparing the historical relationship of bid prices to the market components that comprise those bid prices (see Exhibit 4). This method utilizes a detailed on-peak and off-peak calculation and incorporates all bid components: energy, capacity, and ancillary services.

In evaluating the bid prices, Liberty Utilities compared the expected bid price for each block, as derived above, to the lowest average indicative bid price for the block.

In addition to evaluating the bid price and ability to meet credit requirements, Liberty Utilities also performed a qualitative review of each bidder's ability to provide Energy Service during the service period based on the following:

- The bidder's past experience in providing similar services to Liberty Utilities or its affiliates;
- The bidder's past experience in providing similar services to other companies in New England;
- The bidder's past experience in providing similar services to other companies in other regions;
- The bidder's demonstrated understanding of the market rules related to the provision of Energy Service;
- The bidder's demonstrated understanding of its obligations under the proposed Master Power Agreement; and
- Whether there have been any past or are any present events that are known that may adversely affect the bidder's ability to provide Energy Service.

Liberty Utilities concluded that all bidders were qualified to provide Energy Service and would be capable of providing any required contract security.

**5. Final Bids**

Final bids were received on June 13, 2017, from [REDACTED] bidders. The final bids were evaluated and ranked (see Exhibits 5 and 6). The retail prices in Exhibit 6 were calculated by adjusting the wholesale prices in Exhibit 5 by the ratio of wholesale purchases to retail deliveries.

A summary of the number of conforming bids per block is provided in the following table:

Customer Group	Block - # Bids
Large	[REDACTED]
Large	[REDACTED]
Small	[REDACTED]

**6. Analysis and Award**

The lowest final bids were compared to Liberty Utilities’ expected bids. The calculations of these expected prices can be found in Exhibit 7.

The winning bid prices were less than the estimated prices and were considered to be within Liberty Utilities’ expectation regarding market uncertainty. As a result, the accepted bids are considered to be a reasonable representation of the market price for power supply.

Exhibit 8 provides a summary of the winning suppliers and the basis for the award. Exhibit 9 provides a bidder key to help identify bidders.

**7. New Hampshire Electric Renewable Energy Portfolio Standard**

The load covered by this RFP is subject to the following Renewable Portfolio Standard (“RPS”) requirements:

NH-RPS Classes	2017	2018
RPS Class I	6.4%	7.2%
RPS Class I Thermal	1.4%	1.5%
RPS Class II	0.3%	0.3%
RPS Class III	8.0%	8.0%
RPS Class IV	1.5%	1.5%
Total	17.6%	18.5%

Liberty Utilities also issued a Request for Proposals to Provide NEPOOL-GIS Certificates in Compliance With the New Hampshire Electric Renewable Portfolio Standards (“RECs”) on May 1, 2017. Bids were received from [REDACTED] bidders on June 5, 2017. Exhibit 10 provides an initial analysis of the REC bids received. While the responses are still under review by Liberty Utilities, the prices in the bids were used in developing the current market price of RECs for this RFP by utilizing a combination of the REC bid price, previous RFP contracted REC purchases, or applicable ACP as specified in the RPS regulations. Exhibit 11 provides a calculation of the

cost adder to include these costs. While [REDACTED] bidders did provide RPS adders in their final bids, none of the bidders were the winning bidder.

## 8. Retail Rate

The expected retail rates, excluding administrative cost adders, were based on the winning wholesale costs. The retail prices in Exhibit 6 were calculated by adjusting the wholesale prices in Exhibit 5 by the ratio of wholesale purchases to retail deliveries.

A summary of the estimated retail rates is provided in Exhibit 13. The Energy Service retail rates were adjusted to include the average cost of RPS certificates that could be purchased in the open market.

**EXHIBIT 1**  
**LOAD BLOCK DESCRIPTIONS**

<b>Load Block</b>	<b>Customer Group</b>	<b>SMD Load Zone</b>	<b>Load Share</b>	<b>Type of Service</b>	<b>Period</b>
<b>A</b>	Large	NH	100%	Energy Service	08/01/2017 – 10/31/2017
<b>B</b>	Large	NH	100%	Energy Service	11/01/2017 – 01/31/2018
<b>C</b>	Small	NH	100%	Energy Service	08/01/2017 – 01/31/2018

**EXHIBIT 2**  
**INDICATIVE BID RANKING AT WHOLESALE**

"June 6, 2017 Initial Bid Prices (\$ / MWh) at Wholesale Delivery Point, Excluding cost of RPS Compliance																
100 % of NH Load Obligations																
Monthly Weighting		Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Average Price	Weighted Average Price	Weighted Avg Price vs. Min	Expected Bid based on Electric Forecast	2017 RPS Adder	Weighted Average Price with RPS	Weighted Average Price with RPS vs Min		
Block A	NH Large Default	Bidder A														
		Bidder B														
		Bidder C														
		Bidder D														
		Bidder E														
		Bidder F														
		Bidder G														
		Bidder H														
		Bidder I														
		Bidder J														
		Bidder K														
		Bidder L														
		Bidder M														
		Bidder N														
		Bidder O														
		Monthly Weighting														
		Block B	NH Large Default	Bidder A												
Bidder B																
Bidder C																
Bidder D																
Bidder E																
Bidder F																
Bidder G																
Bidder H																
Bidder I																
Bidder J																
Bidder K																
Bidder L																
Bidder M																
Bidder N																
Bidder O																
Monthly Weighting																
Block C	NH Small Default			Bidder A												
		Bidder B														
		Bidder C														
		Bidder D														
		Bidder E														
		Bidder F														
		Bidder G														
		Bidder H														
		Bidder I														
		Bidder J														
		Bidder K														
		Bidder L														
		Bidder M														
		Bidder N														
		Bidder O														

**EXHIBIT 3**  
**INDICATIVE BID RANKING AT RETAIL**  
**WITHOUT RPS (¢/kWh)**

"June 6, 2017 Initial Bid Prices (¢ / kWh) at Retail Customer Meter, Excluding RPS Compliance											
100 % of NH Load Obligations											
Monthly Weighting											
			Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Average Price	Weighted Average Price	Weighted Avg Price vs. Min
Block A	NH Large Default	Bidder A									
		Bidder B									
		Bidder C									
		Bidder D									
		Bidder E									
		Bidder F									
		Bidder G									
		Bidder H									
		Bidder I									
		Bidder J									
		Bidder K									
		Bidder L									
		Bidder M									
		Bidder N									
		Bidder O									
		Monthly Weighting									
Block A	NH Large Default	Bidder A									
		Bidder B									
		Bidder C									
		Bidder D									
		Bidder E									
		Bidder F									
		Bidder G									
		Bidder H									
		Bidder I									
		Bidder J									
		Bidder K									
		Bidder L									
		Bidder M									
		Bidder N									
		Bidder O									
		Monthly Weighting									
Block B	NH Small Default	Bidder A									
		Bidder B									
		Bidder C									
		Bidder D									
		Bidder E									
		Bidder F									
		Bidder G									
		Bidder H									
		Bidder I									
		Bidder J									
		Bidder K									
		Bidder L									
		Bidder M									
		Bidder N									
		Bidder O									
		Notes:									
			per Load Data Services data was:								

**EXHIBIT 4**  
**ESTIMATED INDICATIVE PRICES**  
**FORECAST BASED ON NYMEX ELECTRICITY FUTURES**  
**AUGUST 1, 2017 – JANUARY 31, 2018 PERIOD**

			Aug-2017	Sep-2017	Oct-2017	Nov-2017	Dec-2017	Jan-2018	Average
(A)	Electric Futures Price (\$/MWh)	On-Peak	40.65	34.28	32.18	37.03	56.25	79.95	46.72
		Off-Peak	25.00	22.93	23.38	28.95	44.15	63.73	34.69
(B)	Premium Bid Factor	NH Large							
		NH Large							
		NH Small							
(C)	FCM Price (\$/kw)	Capacity							
(D)	Ancillary Price (\$/MWh)	All Zones							
(E)	On-Peak Days #								
(F)	ICAP Load Factor	NH Large							
		NH Large							
		NH Small							
(G)	Monthly On-Peak Factor	NH Large							
		NH Large							
		NH Small							
(H)	Expected Bid Price (\$/MWh)	NH Large							
		NH Large							
		NH Small							
(I)	Expected Retail Price (¢/kWh)	NH ES Large							
		NH ES Large							
		NH ES Small							

**EXHIBIT 5**  
**FINAL BID RANKING AT WHOLESALE**

"June 13 2017 Final Bid Prices (\$ / MWh) at Wholesale Delivery Point Excluding cost of RPS Compliance																	
		100 % of NH Load Obligations															
Monthly Weighting		Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Average Price	Weighted Average Price	Weighted Avg Price vs. Min	% Change From Indicative	Expected Bid based on Electric Forecast	2017 RPS Adder	Weighted Average Price with RPS	Weighted Average Price with RPS vs Min		
Block A	NH Large Default	Bidder A															
		Bidder B															
		Bidder C															
		Bidder D															
		Bidder E															
		Bidder F															
		Bidder G															
		Bidder H															
		Bidder I															
		Bidder J															
		Bidder K															
		Bidder L															
		Bidder M															
		Bidder N															
		Bidder O															
		Monthly Weighting															
		Block B	NH Large Default	Bidder A													
Bidder B																	
Bidder C																	
Bidder D																	
Bidder E																	
Bidder F																	
Bidder G																	
Bidder H																	
Bidder I																	
Bidder J																	
Bidder K																	
Bidder L																	
Bidder M																	
Bidder N																	
Bidder O																	
Monthly Weighting																	
Block C	NH Small Default			Bidder A													
		Bidder B															
		Bidder C															
		Bidder D															
		Bidder E															
		Bidder F															
		Bidder G															
		Bidder H															
		Bidder I															
		Bidder J															
		Bidder K															
		Bidder L															
		Bidder M															
		Bidder N															
		Bidder O															

**EXHIBIT 6**  
**FINAL BID RANKING AT RETAIL**  
**WITHOUT RPS (¢/kWh)**

"June 13, 2017 Final Bid Prices (¢ / kWh) at Retail Customer Meter, Excluding RPS Compliance											
100 % of NH Load Obligations											
Monthly Weighting											
			Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Average Price	Weighted Average Price	Weighted Avg Price vs. Min
Block A	NH Large Default	Bidder A									
		Bidder B									
		Bidder C									
		Bidder D									
		Bidder E									
		Bidder F									
		Bidder G									
		Bidder H									
		Bidder I									
		Bidder J									
		Bidder K									
		Bidder L									
		Bidder M									
		Bidder N									
		Bidder O									
		Block B	NH Large Default	Bidder A							
Bidder B											
Bidder C											
Bidder D											
Bidder E											
Bidder F											
Bidder G											
Bidder H											
Bidder I											
Bidder J											
Bidder K											
Bidder L											
Bidder M											
Bidder N											
Bidder O											
Block C	NH Small Default			Bidder A							
		Bidder B									
		Bidder C									
		Bidder D									
		Bidder E									
		Bidder F									
		Bidder G									
		Bidder H									
		Bidder I									
		Bidder J									
		Bidder K									
		Bidder L									
		Bidder M									
		Bidder N									
		Bidder O									
		Notes:									
per Load Data Services data was:											

**EXHIBIT 7**  
**ESTIMATED FINAL PRICES**  
**FORECAST BASED ON NYMEX ELECTRICITY FUTURES**  
**AUGUST 1, 2017 – JANUARY 31, 2018 PERIOD**

			Aug-2017	Sep-2017	Oct-2017	Nov-2017	Dec-2017	Jan-2018	Average
(A)	Electric Futures Price (\$/MWh)	On-Peak	41.64	32.47	31.82	35.37	52.11	80.40	45.64
		Off-Peak	22.65	22.25	22.35	26.75	42.60	61.65	33.04
(B)	Premium Bid Factor	NH Large							
		NH Large							
		NH Small							
(C)	FCM Price (\$/kw)	Capacity							
(D)	Ancillary Price (\$/MWh)	All Zones							
(E)	On-Peak Days #								
(F)	ICAP Load Factor	NH Large							
		NH Large							
		NH Small							
(G)	Monthly On-Peak Factor	NH Large							
		NH Large							
		NH Small							
(H)	Expected Bid Price (\$/MWh)	NH Large							
		NH Large							
		NH Small							
(I)	Expected Retail Price (¢/kWh)	NH ES Large							
		NH ES Large							
		NH ES Small							

**EXHIBIT 8**  
**SUMMARY OF LOAD BLOCK AWARDS**

<b>Load Block</b>	<b>Customer Group</b>	<b>SM Load Zone</b>	<b>Supplier</b>	<b>Basis for Award</b>
<b>A</b>	Large	NH	Direct Energy	Lowest bidder for block
<b>B</b>	Large	NH	Direct Energy	Lowest bidder for block
<b>C</b>	Small	NH	Direct Energy	Lowest bidder for block

**EXHIBIT 9**  
**BIDDER KEY**

<b>Bidder</b>	<b>Name</b>
Bidder A	
Bidder B	
Bidder C	
Bidder D	
Bidder E	
Bidder F	
Bidder G	
Bidder H	
Bidder I	
Bidder J	
Bidder K	
Bidder L	
Bidder M	
Bidder N	
Bidder O	
Bidder P	

**EXHIBIT 10**  
**ANAYLSIS OF RPS BIDS**

Analysis of Bids Received - June 5, 2017										
	Year	Class I	Class I Thermal	Class II	Class III	Class IV				
RECS Required:	2017	11,000	2,500	-	14,500	2,000				
ACP	2017	56.02	25.46	56.02	45.00	27.49				
Market	2017									
Bid Recommendation	Respondent	Vintage	Class	Price	Quantity	Delivery Type	Comments	Volume	Cost	

**EXHIBIT 11**  
**RPS COST ADDER CALCULATION**

	YEAR			
	2017	2018	2017	2018
	ACP		Market	
<b><u>Section 1A: Calculation of Class I Renewable Energy Resource Charge</u></b>				
(1) Class I Alternative Compliance Payment or Market Price	\$56.02	\$56.32		
(2) Class I Renewable Energy Resource Obligation	6.40%	7.20%	6.40%	7.20%
(3) Incremental Cost - \$/MWh	\$3.59	\$4.06		
<b><u>Section 1B: Calculation of Class I Thermal Energy Resource Charge</u></b>				
(1) Class I Alternative Compliance Payment or Market Price	\$25.46	\$25.60		
(2) Class I Renewable Energy Resource Obligation	1.40%	1.50%	1.40%	1.50%
(3) Incremental Cost - \$/MWh	\$0.36	\$0.38		
<b><u>Section 2: Calculation of Class II Renewable Energy Resource Charge</u></b>				
(1) Class II Alternative Compliance Payment or Market Price	\$56.02	\$56.32		
(2) Class II Renewable Energy Resource Obligation	0.30%	0.30%	0.30%	0.30%
(3) Incremental Cost - \$/MWh	\$0.17	\$0.17		
<b><u>Section 3: Calculation of Class III Renewable Energy Resource Charge</u></b>				
(1) Class III Alternative Compliance Payment or Market Price	\$45.00	\$45.00		
(2) Class III Renewable Energy Resource Obligation	8.00%	8.00%	8.00%	8.00%
(3) Incremental Cost - \$/MWh	\$3.60	\$3.60		
<b><u>Section 4: Calculation of Class IV Renewable Energy Resource Charge</u></b>				
(1) Class IV Alternative Compliance Payment or Market Price	\$27.49	\$27.79		
(2) Class IV Renewable Energy Resource Obligation	1.50%	1.50%	1.50%	1.50%
(3) Incremental Cost - \$/MWh	\$0.41	\$0.42		
<b><u>Section 5: Calculation of Renewable Portfolio Standard Adder</u></b>				
(4) Sum of Class I, II, III and Class IV Incremental Costs - \$/MWh	\$8.13	\$8.63		
(5) Renewable Portfolio Standard Adder to be included in Retail Rates - \$/kWh	\$ 0.00813	\$ 0.00863	\$ 0.00425	\$ 0.00411
(6) Total RPS Obligation %	17.60%	18.50%	17.60%	18.50%
(7) Obligation Weighted cost	\$46.19	\$46.65		
<b>Notes</b>				
(1) 2017 & 2018 ACP & Market Prices				
(2) From 362-F:3 of NH RPS legislation				
(3) Line (1) times Line (2)				
(4) Sum of all Line (3)s				
(5) Line (4) divided by 1,000 to convert from \$/MWh to \$/kWh.				
(6) Sum of all Line (2)s				
(7) Line (4) divided by Line (6)				

**EXHIBIT 12**  
**SUMMARY OF RPS COMPLIANCE ADDERS**

INDICATIVE					
		NH RPS Compliance Adder \$/MWh		NH RPS REC COST \$/REC	
		NH-RPS-2017	NH-RPS-2018	2017	2018
		Avg Market Cost			
ACP Value		\$ 8.13	\$ 8.63	\$ 46.19	\$ 46.65
[Redacted]	Bidder A				
	Bidder B				
	Bidder C				
	Bidder D				
	Bidder E				
	Bidder F				
	Bidder G				
	Bidder H				
	Bidder I				
	Bidder J				
	Bidder K				
	Bidder L				
	Bidder M				
	Bidder N				
	Bidder O				
		min			
	max				
FINAL					
		NH RPS Compliance Adder \$/MWh		NH RPS REC COST \$/REC	
		NH-RPS-2017	NH-RPS-2018	2017	2018
		Avg Market Cost			
ACP Value		\$ 8.13	\$ 8.63	\$ 46.19	\$ 46.65
[Redacted]	Bidder A				
	Bidder B				
	Bidder C				
	Bidder D				
	Bidder E				
	Bidder F				
	Bidder G				
	Bidder H				
	Bidder I				
	Bidder J				
	Bidder K				
	Bidder L				
	Bidder M				
	Bidder N				
	Bidder O				
		min			
	max				

**EXHIBIT 13**  
**RETAIL RATES BASED ON FINAL BID PRICES**

"June 13, 2017 Final Bid Prices (\$ / MWh) at Wholesale Delivery Point, Excluding cost of RPS Compliance								
100 % of NH Load Obligations							Average Price	
	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18		
NH Large DS								
NH Large DS								
NH Small DS								
"June 13, 2017 Final Bid Prices (¢ / kWh) at Retail Customer Meter, Including RPS Compliance								
100 % of NH Load Obligations							Weighted Average Price	
	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18		
NH Large DS	7.167	7.019	6.939				7.049	
NH Large DS				7.699	9.429	11.619	9.602	
NH Small DS	7.381	7.510	7.399	7.758	9.323	11.557	8.644	

Liberty Utilities (Granite State Electric) Corp.

Comparison of Change in Futures Prices to Change in Procurement Costs

	Period 1												Period 2				Hourly Weighted Average	Percent Change (Period 1 to 2))	Percent Change (Period 1 to 1))				
	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Average	Hourly Weighted Average									
Electric Futures Price June 13, 2017 (\$/MWh)	On-Peak	41.64	32.47	31.82	35.37	52.11	80.40	45.64															
	Off-Peak	22.65	22.25	22.35	26.75	42.60	61.65	33.04															
Electric Futures Price December 6, 2016 (\$/MWh)	On-Peak																						
	Off-Peak																						
Electric Futures Price June 14, 2016 (\$/MWh)	On-Peak	39.60	32.55	31.60	39.93	55.95	78.13	46.13															
	Off-Peak	24.25	22.40	22.00	29.75	43.25	63.41	34.18															
NYMEX Natural Gas Price plus basis June 13, 2017 (\$/mmBtu)		2.931	2.671	2.678	3.683	6.487	9.010	4.577															
NYMEX Natural Gas Price plus basis December 6, 2016 (\$/mmBtu)																							
NYMEX Natural Gas Price plus basis June 14, 2016 (\$/mmBtu)		2.899	2.726	2.892	3.805	5.798	8.277	4.400															
Final Small Customer Group Purchase Price 6/13/2017 (¢/kWh)		6.488	6.617	6.506	6.865	8.430	10.678	7.597															
Final Small Customer Group Purchase Price 12/6/2016 (¢/kWh)																							
Final Small Customer Group Purchase Price 6/14/2016 (¢/kWh)		5.020	4.686	4.739	5.383	7.031	9.039	5.983															

Notes:  
 1) Hourly weighted average = 42% On Peak + 58% Off-Peak prices  
 2) Final Price does not include Default Service Reconciliation Adjustment Factor or Default Service Cost Reclassification Adjustment Factor.

**MASTER POWER AGREEMENT  
FORM OF CONFIRMATION**

This Confirmation shall confirm the Transaction agreed to on, and effective as of **June 14, 2017**, between **LIBERTY UTILITIES (GRANITE STATE ELECTRIC) CORP.** (“Liberty Utilities” or “Buyer”)<sup>1</sup>, a New Hampshire corporation and **DIRECT ENERGY BUSINESS MARKETING, LLC**, a Delaware limited liability company (“Seller”), regarding the sale/purchase of Default Service specified herein under the terms and conditions under the Master Power Agreement, dated March 9, 2007 (the “Master Power Agreement”) between Buyer and Seller, as specified and modified herein. Terms used but not defined herein shall have the meanings ascribed to them in the Master Power Agreement.

**1. Confirmation Effective Date; Condition Precedent; Filing Obligation; Term**

This Confirmation shall be binding on the Parties upon execution by both Parties (such date the “Confirmation Effective Date”). Promptly after execution by both Parties, Buyer shall submit the Default Service retail rates to the NHPUC for its approval. The Parties performance of Sections 3.2 through 6.4 of the Master Power Agreement are subject to the occurrence, on or before the fifth Business Day after (but not including) the Buyer’s submission of the Default Service retail rates to the NHPUC (the “Fifth Day”), for the approval by the NHPUC. If the NHPUC does not issue a decision approving Buyer’s request to approve the Default Service retail rates as filed on or before the Fifth Day (a “NHPUC Denial”), then this Confirmation shall be null and void and of no further force and effect, and neither Party shall have any obligation whatsoever to the other Party, and such a voiding of the Confirmation and the NHPUC Denial shall not be a default or constitute an Event of Default by either Party; provided, however, that neither Party shall undertake any action with the NHPUC or otherwise in opposition of approval by the NHPUC of the Master Power Agreement or the Confirmation as executed.

**2. Default Service Requirements Matrix**

<b>Award Block</b>	<b>Customer Group</b>	<b>Load Zone</b>	<b>Load Responsibility</b>	<b>Commencement Date</b>	<b>Conclusion Date</b>
A	Large	NH	100%	08/01/17	10/31/17
B	Large	NH	100%	11/01/17	01/31/18
C	Small	NH	100%	08/01/17	01/31/18

**3. Contract Rate - \$/MWh**

<b>Award Block</b>	<b>Customer Group</b>	<b>August 2017</b>	<b>September 2017</b>	<b>October 2017</b>	<b>November 2017</b>	<b>December 2017</b>	<b>January 2018</b>
A	Large	■	■	■			
B	Large				■	■	■
C	Small	■	■	■			

<sup>1</sup> Effective January 14, 2014, Granite State Electric Company changed its name to Liberty Utilities (Granite State Electric) Corp.

**4. Load Asset Designation within the ISO Settlement Market System**

<b>Award Block</b>	<b>Customer Group</b>	<b>Load Zone</b>	<b>Load Asset Number</b>	<b>Load Asset Name</b>
A & B	Large	NH	11437	GSECO-DEF SVC LARGE CG LOAD
C	Small	NH	11436	GSECO-DEF SVC SMALL CG LOAD

**5. Amount Payable**

The amount payable by the Buyer to Seller in a month shall be the sum of:

- (i) The product of (a) the Delivered Energy for Default Service to the Small Customer Group and (b) Small Customer Group Contract Rate in the month, plus
- (ii) the product of (a) the Delivered Energy for Default Service to the Large Customer Group and (b) Large Customer Group Contract Rate in the month.

**6. Security**

Within five (5) Business Days after the execution of this Confirmation, Seller shall provide a guaranty in the form attached as Appendix C to the Master Power Agreement, in the amount of [REDACTED]

**7. Confidentiality**

Articles 3 and 6 of this Confirmation are Confidential Terms within the meaning of Article 23 of the Master Power Agreement.

**8. Ratification of the Terms and Conditions of the Agreement**

(a) Except as expressly amended or waived by this Confirmation, the terms, conditions, covenants, agreements, warranties and representations contained in the Master Power Agreement are in all respects ratified, confirmed and remade as of the date hereof and, except as amended or waived hereby, shall continue in full force and effect.

(b) Nothing in this Confirmation shall, or shall be construed to, alter or amend any other Confirmation.

**9. Modifications to the Master Power Agreement**

Replace all references to Granite State Electric Company with Liberty Utilities (Granite State

Liberty Utilities (Granite State Electric) Corp.  
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Electric) Corp. Replace all references to Energy America LLC with Direct Energy Business Marketing, LLC.

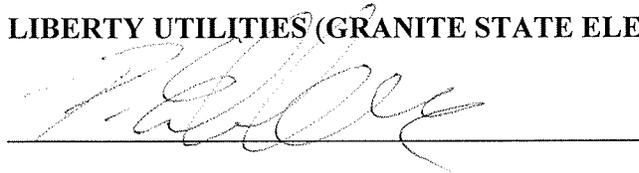
**10. Counterparts**

This Confirmation may be executed in counterparts, all of which together shall constitute one and the same instrument.

This Confirmation constitutes part of and is subject to the terms and provisions of such Master Power Agreement.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Confirmation on their behalf as of the date first above written.

**LIBERTY UTILITIES (GRANITE STATE ELECTRIC) CORP.**



Name: Peter Eichler  
Title: Vice President, Centralized Operations

**DIRECT ENERGY BUSINESS MARKETING, LLC**

\_\_\_\_\_  
Name (print): \_\_\_\_\_  
Title: \_\_\_\_\_

Liberty Utilities (Granite State Electric) Corp.  
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**LIBERTY UTILITIES (GRANITE STATE ELECTRIC) CORP.**

\_\_\_\_\_

Name: Peter Eichler  
Title: Vice President, Centralized Operations

**DIRECT ENERGY BUSINESS MARKETING, LLC**

  
\_\_\_\_\_

Name (print): \_\_\_\_\_  
Title: Darron Giron  
Senior Director, Product Control


Liberty Utilities (Granite State Electric) Corp.  
 Analysis of Bids Received - November 28, 2016

	Year	Class I	Class I Thermal	Class II	Class III	Class IV
RECS Required:	2016	7,000	6,000	-	2,000	2,500
RECS Required:	2017	17,000	3,500	-	21,000	4,000
ACP	2016	55.72	25.33	55.72	45 00	27 20
ACP	2017	55.72	25.33	55.72	45 00	27 20
Market	2016					
Market	2017					

Bid Recommendation	Respondent	Vintage	Class	Price	Quantity	Delivery Type	Comments	Volume	Cost

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