

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

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

For the Period:

February 1, 2024, through July 31, 2024

**November 1, 2023**



## **REQUEST FOR POWER SUPPLY PROPOSALS**

### **1. Overview**

#### **1.1 Background**

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

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

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

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

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

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

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

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

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

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

### 1.3 Customer Group

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

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

### 2.2 Expected Loads

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

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

For Default Service:

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

Please use the following link to access the site:

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

At the link above, click “Current Procurements” towards the middle of the page 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’s total Default Service requirements covered by this RFP are broken down into the following three load blocks:

<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%	Default Service	02/01/2024 – 04/30/2024
<b>B</b>	Large	NH	100%	Default Service	05/01/2024 – 07/31/2024
<b>C</b>	Small	NH	100%	Default Service	02/01/2024 – 07/31/2024

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

### 2.5 Effectiveness of Contracts

Any agreement(s) entered into for the delivery of Default Service pursuant to this solicitation will be subject to the approval by the NHPUC of the retail rates prior to the

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

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 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.

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

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

#### 3.2 Proposal Process and Submission Dates

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

<b>Process Step</b>	<b>Date</b>
Issue Request for Proposal	November 1, 2023
Submit Respondent Proposal Information	November 10, 2023– 5pm ET
Submit Indicative Pricing	November 28, 2023– 10am ET
Submit Final Pricing	December 5, 2023– 10am ET
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	February 1, 2024

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.  
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Liberty Utilities (Granite State Electric) Corp.  
c/o Liberty Utilities Service Corp.  
15 Buttrick Rd  
Londonderry, NH 03053  
603-216-3564 (phone)  
Attn: Chris Green  
energysupportservices@libertyutilities.com

Liberty is conducting the procurement process in three steps. The first step is for Respondents to provide Liberty with their background and financial information by **5:00 p.m. ET on November 10, 2023**. Upon receipt, Liberty 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 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. ET on Tuesday, November 28, 2023**, at the above address. Liberty will evaluate the indicative pricing as described above, and if required, Liberty may seek clarifications from Respondents.

The third step is for Respondents to provide final pricing information by **10:00 a.m. ET on Tuesday, December 5, 2023**, at the above address. Liberty requests final pricing be valid until **2:00 p.m.** that same day. Liberty intends to evaluate the final pricing and select a Supplier that day by that time. Final pricing shall be binding until execution of a confirmation. Respondents should specify the manner in which they will accept a binding acceptance of their offer by Liberty prior to receipt of an executed agreement (letter of intent or e-mail) or they will be deemed to be bound by Liberty's acceptance communicated in any of the preceding manners.

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

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

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

### 3.3 Contact Person/Questions

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

### 3.4 Right to Select Supplier

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

## 4. Service Features

### 4.1 Commencement Date of Supply

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

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

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

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

### 4.2 Termination Date of Supply

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

Individual customers taking Energy Service from Liberty may terminate the service at any time. Terminations may include, but not be limited to: (i) a customer's taking competitive service from a competitive supplier; (ii) disconnection of service by Liberty in accordance with regulations and procedures approved by the NHPUC; or (iii) closing

of a customer’s account. Liberty’s procedures provide for customers electing to terminate such service to be switched to their successor service on their normal cycle meter reading date following the date that Liberty receives notification of such switch. However, there may be circumstances which might require a customer to be terminated “off-cycle”. In such a case, the customer will be terminated from Energy Service on a date to be determined by Liberty.

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

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

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

charge by NEPOOL or the ISO) associated with the services and any other requirements, market products, expenses or charges imposed by NEPOOL or the ISO, as they may be in effect from time to time.

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

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

#### 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:

<https://www.energy.nh.gov/renewable-energy/renewable-portfolio-standard>

These rules require Liberty 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 July 1, 2006);

**Class I Thermal** consists of certain new renewable technologies producing useful thermal energy that began operation after July 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; and

**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 separate classes and summarized below:

<b>NH RPS Classes</b>	<b>2023</b>
RPS Class I Non-Thermal	11.0%
RPS Class I Thermal	2.2%
RPS Class II	0.7%
RPS Class III	8.0%
RPS Class IV	1.5%
Total	23.4%

Liberty requests Respondents to separately bid the cost of NH-RPS compliance equivalent to 23.4% in 2023. Liberty will have the option to select bids that include or exclude the NH-RPS component. Liberty will not select a supplier's bid for just the NH-RPS compliance.

If Liberty accepts bids with the NH-RPS components, Liberty 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 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 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. Green as provided in Section 3.2. In addition, proposals should contain explanatory, descriptive and/or supporting materials as necessary.

### **5.2 Proposed Pricing**

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

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

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

Liberty is seeking the following pricing:

- **All-Inclusive Bids:** For Load Blocks A, B and C, a price which includes all costs. Should Liberty select this option, (1) Suppliers would be responsible for all costs including capacity market charges, and (2) Suppliers would not be responsible for supplying the RPS component.
- **NH-RPS Compliance:** The price, on a separate dollar per MWh (\$/MWh) basis in 2023, for Supplier to provide the required NH-RPS component for the load block they are proposing to serve. Should Liberty 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 4.5). Liberty will not select a supplier's bid for the NH-RPS compliance without accepting a supplier's All-Inclusive bid.

### 5.3 Terms and Conditions

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

### 5.4 New England Market Participation

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

### 5.5 Competitive Supplier Registration

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

## 5.6 Regulatory Approvals

The Supplier of the services covered by this Request for Proposal must obtain and maintain all necessary regulatory approvals required to enable it to provide the applicable service; such approvals must be obtained prior to February 1, 2024.

## 6. Retail Customer Relationships

### 6.1 Customer Billing

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

### 6.2 Notification of Enrollments and Terminations

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

### 6.3 Customer Service

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

## 7. Selection Process

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

- Lowest evaluated bid price by Load Block;
- Respondent's ability to meet the credit requirements established in the Master Power Agreement provided in Appendix B;
- Firmness of delivery;
- The supplier's past experience in providing similar services to Liberty;
- The supplier's past experience in providing similar services to other companies in New England;
- The supplier's past experience in providing similar services to other companies in other regions;
- The supplier's demonstrated understanding of its obligations under the Master Power Agreement; and

- Whether there have been any past or are any present events that are known that may adversely affect the supplier's ability to provide the requirements to Liberty's Energy Service customers.

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

## 8. Credit Requirements

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

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

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

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

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

## **9. General Requirements**

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

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

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

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

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

**APPENDIX A**

**DESCRIPTION OF SERVICES**

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

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 Appendix A

**APPENDIX B**

**NEW HAMPSHIRE MASTER POWER AGREEMENT**

**APPENDIX C**

**REQUIRED PROPOSAL INFORMATION**

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

**1. General Information**

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

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

**2. Financial Information**

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

**3. Defaults and Adverse Situations**

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

<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>	

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

**5. CONFLICTS OF INTEREST**

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

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

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

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

**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  
FEBRUARY 1, 2024 – JULY 31, 2024

**1. RFP Issued**

Liberty Utilities (Granite State Electric) Corp. (“Liberty”) issued its Request for Power Supply Proposals (“RFP”) on November 1, 2023, to a number of suppliers for the six-month service period February 1, 2024, through July 31, 2024.

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

The procurement was conducted in the same manner as prior procurements and in accordance with applicable New Hampshire rules and regulations including Liberty’s 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’s RFP requested all-inclusive pricing for:

- 100% of the Large Customer Group Energy Service requirements for the six-month period February 1, 2024, through July 31, 2024; and
- 100% of the Small Customer Group Energy Service requirements for the six-month period February 1, 2024, through July 31, 2024.

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

**2. Key RFP Dates**

- The RFP was issued on November 1, 2023.
- Supplier information was received on November 10, 2023.
- Indicative bids were received on November 28, 2023.
- Final bids were received on December 5, 2023.

### 3. Contract Submissions

All bidders had previously executed Master Power Agreements with Liberty.

### 4. Indicative Bids

Indicative bids were received on November 28, 2023, from [REDACTED] bidders for the large customer group and [REDACTED] bidders for the small customer group. 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's estimate of expected indicative bids. Expected bid prices were calculated 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 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 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 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 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 December 5, 2023, from [REDACTED] bidders for the large customer group and [REDACTED] bidders for the small customer group. All bidders provided pricing for the Small Customer Group and the Large Customer Group. 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	A - [REDACTED]
Large	B - [REDACTED]
Small	C - [REDACTED]

**6. Analysis and Award**

The lowest final bids were compared to Liberty’s expected bids. The calculations of these expected prices are found in Exhibit 7.

The winning bids for each of the customer groups came in either below or very close to the Company’s forecast and below the other suppliers bids. As a result, the accepted bids are 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	2023	2024
RPS Class I	11.0%	11.9%
RPS Class I Thermal	2.2%	2.2%
RPS Class II	0.7%	0.7%
RPS Class III	8.0%	8.0%
RPS Class IV	1.5%	1.5%
Total	23.4%	24.3%

Liberty also issued a Request for Proposals to Provide NEPOOL-GIS Certificates in Compliance with the New Hampshire Electric Renewable Portfolio Standards (“RECs”) on November 1, 2023. Bids were received from [REDACTED] bidders on November 17, 2023. Exhibit 10 provides an initial analysis of the REC bids received. While the responses are still under review by Liberty, the prices in the bids and current market prices were used in developing the market price of RECs for this RFP by utilizing a combination of the REC bid price, previous RFP

contracted REC purchases, and current market prices at the time of the June-2023 Default Service filing. Exhibit 11 provides a calculation of the proposed Renewable Portfolio Standard Cost Adder that will be held constant from the prior filing and updated in the June-2024 filing. None of the bidders provided an RPS adder in their final bids.

## **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 12. 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	02/01/2024 – 04/30/2024
<b>B</b>	Large	NH	100%	Energy Service	05/01/2024 – 07/31/2024
<b>C</b>	Small	NH	100%	Energy Service	02/01/2024 – 07/31/2024

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

November 28, 2023 Initial Bid Prices (\$ / MWh) at Wholesale Delivery Point, Excluding cost of RPS Compliance													
100 % of NH Load Obligations													
Monthly Weighting													
			Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Average Price	Weighted Average Price	Weighted Avg Price vs. Min	Expected Bid based on Electric Forecast	
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)**

November 28, 2023 Initial Bid Prices (¢ / kWh) at Retail Customer Meter, Excluding RPS Compliance													
100 % of NH Load Obligations													
Monthly Weighting													
			Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	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 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 4**  
**ESTIMATED INDICATIVE PRICES**  
**FORECAST BASED ON NYMEX ELECTRICITY FUTURES**  
**FEBRUARY 1, 2024 – JULY 31, 2024 PERIOD**

			Feb-2024	Mar-2024	Apr-2024	May-2024	Jun-2024	Jul-2024	Average
(A)	Electric Futures Price (\$/MWh)	On-Peak	102.68	60.15	42.80	36.50	45.98	64.53	58.77
		Off-Peak	93.75	53.70	37.58	31.65	35.28	44.58	49.42
(B)	Premium Bid Factor	NH Large							
		NH Large							
		NH Small							
(C)	FCM Price (\$/MWh)	NH Large							
		NH Small							
(D)	Ancillary Price (\$/MWh)	All Zones							
(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**

December 05, 2023 Initial Bid Prices (\$ / MWh) at Wholesale Delivery Point, Excluding cost of RPS Compliance																
100 % of NH Load Obligations																
Monthly Weighting																
			Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Average Price	Weighted Average Price	Weighted Avg Price vs. Min	% Change From Indicative	Expected Bid based on Electric Forecast			
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)**

December 05, 2023 Initial Bid Prices (¢ / kWh) at Retail Customer Meter, Excluding RPS Compliance												
		100 % of NH Load Obligations										
Monthly Weighting												
		Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	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										

**EXHIBIT 7**  
**ESTIMATED FINAL PRICES**  
**FORECAST BASED ON NYMEX ELECTRICITY FUTURES**  
**FEBRUARY 1, 2024 – JULY 31, 2024 PERIOD**

			Feb-2024	Mar-2024	Apr-2024	May-2024	Jun-2024	Jul-2024	Average
(A)	Electric Futures Price (\$/MWh)	On-Peak	105.95	61.30	41.98	36.63	45.40	64.13	59.23
		Off-Peak	98.05	53.88	36.85	31.58	34.93	44.80	50.02
(B)	Premium Bid Factor	NH Large							
		NH Large							
		NH Small							
(C)	FCM Price (\$/MWh)	NH Large							
		NH Small							
(D)	Ancillary Price (\$/MWh)	All Zones							
(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	Constellation Energy Generation	Lowest bidder for block
<b>B</b>	Large	NH	DTE Energy Trading, Inc.	Lowest bidder for block
<b>C</b>	Small	NH	Constellation Energy Generation	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**  
**ANALYSIS OF RPS BIDS**

Liberty Utilities (Granite State Electric) Corp.									
Analysis of Bids Received - November 17, 2023									
		Vintage	Class I	Class I Thermal	Class II	Class III	Class IV		
	RECS Required	2023	25,428	5,886	700	30,857	5,786		
	ACP	2023	\$ 61.18	\$ 27.80	\$ 61.18	\$ 38.89	\$ 32.72		
	Market	2023							
	RECS Required	2024	38,208	7,064	2,248	25,687	4,817		
	ACP	2024	\$ 63.31	\$ 28.77	\$ 63.31	\$ 41.60	\$ 35.00		
	Market	2024							
<b>Bid Recommendation</b>	<b>Respondent</b>	<b>Vintage</b>	<b>Class</b>	<b>Price</b>	<b>Quantity</b>	<b>Delivery Type</b>	<b>Class Total</b>	<b>Total Cost</b>	<b>Avg Cost</b>

**EXHIBIT 11**  
**RENEWABLE PORTFOLIO STANDARD ADDER CALCULATION**

	YEAR			
	2023	2024	2023	2024
	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	\$61.18	\$63.31		
(2) Class I Renewable Energy Resource Obligation	11.00%	11.90%	11.00%	11.90%
(3) Incremental Cost - \$/MWh	\$6.73	\$7.53		
<b><u>Section 1B: Calculation of Class I Thermal Energy Resource Charge</u></b>				
(1) Class I Alternative Compliance Payment or Market Price	\$27.80	\$28.77		
(2) Class I Renewable Energy Resource Obligation	2.20%	2.20%	2.20%	2.20%
(3) Incremental Cost - \$/MWh	\$0.61	\$0.63		
<b><u>Section 2: Calculation of Class II Renewable Energy Resource Charge</u></b>				
(1) Class II Alternative Compliance Payment or Market Price	\$61.18	\$63.31		
(2) Class II Renewable Energy Resource Obligation	0.70%	0.70%	0.70%	0.70%
(3) Incremental Cost - \$/MWh	\$0.43	\$0.44		
<b><u>Section 3: Calculation of Class III Renewable Energy Resource Charge</u></b>				
(1) Class III Alternative Compliance Payment or Market Price	\$38.89	\$41.60		
(2) Class III Renewable Energy Resource Obligation	8.00%	8.00%	8.00%	8.00%
(3) Incremental Cost - \$/MWh	\$3.11	\$3.33		
<b><u>Section 4: Calculation of Class IV Renewable Energy Resource Charge</u></b>				
(1) Class IV Alternative Compliance Payment or Market Price	\$32.72	\$35.00		
(2) Class IV Renewable Energy Resource Obligation	1.50%	1.50%	1.50%	1.50%
(3) Incremental Cost - \$/MWh	\$0.49	\$0.53		
<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	\$11.37	\$12.46	\$8.51	\$8.86
(5) Renewable Portfolio Standard Adder to be included in Retail Rates - \$/kWh	\$ 0.01137	\$ 0.01246	<b>\$ 0.00851</b>	<b>\$ 0.00886</b>
(6) Total RPS Obligation %	23.40%	24.30%	23.40%	24.30%
(7) Obligation Weighted cost	\$48.60	\$51.29	\$36.37	\$36.46
<b>Notes</b>				
(1) 2023 & 2024 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**  
**RETAIL RATES BASED ON FINAL BID PRICES**

<b>November 01, 2023 Request for Power Supply Proposals</b>							
December 05, 2023 Final Bid Prices (\$ / MWh) at Wholesale Delivery Point, Excluding cost of RPS Compliance							
100 % of NH Load Obligations							Average Price
	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	
NH Large DS							
NH Large DS							
NH Small DS							
December 05, 2023 Final Bid Prices (¢ / kWh) at Retail Customer Meter, Including RPS Compliance							
100 % of NH Load Obligations							Weighted Average Price
	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	
NH Large DS	14.101	8.671	6.629				9.713
NH Large DS				5.931	8.073	9.854	8.059
NH Small DS	15.228	9.703	7.743	7.527	7.800	9.828	9.758

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))	
		Feb	Mar	Apr	May	Jun	Jul	Average	Aug	Sep	Oct	Nov	Dec	Jan	Average				
Electric Futures Price Dec, 5 2023 \$/MWh	On-Peak	105.95	61.30	41.98	36.63	45.40	64.13	59.23	53.89										
	Off-Peak	98.05	53.88	36.85	31.58	34.93	44.80	50.02											
Electric Futures Price Jun, 20 2023 \$/MWh	On-Peak									Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24				
	Off-Peak									52.00	36.55	33.75	61.00	113.50	146.50	73.88	68.05		
Electric Futures Price Dec, 13 2022 \$/MWh	On-Peak	255.00	142.50	80.25	58.50	62.00	83.49	113.62	105.71										
	Off-Peak	235.30	130.59	73.50	48.40	48.65	63.42	99.98											-20.8%
NYMEX Natural Gas plus basis Dec, 5 2023 (\$/mmBtu)		Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24												
		12.94	5.11	3.12	2.19	2.41	3.01	4.794											
NYMEX Natural Gas plus basis Jun, 20 2023 (\$/mmBtu)										Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24				
										2.911	2.020	2.051	5.985	12.365	17.278	7.101			
NYMEX Natural Gas plus basis Dec, 13 2022 (\$/mmBtu)		Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23												
		31.916	16.778	6.866	4.697	4.759	5.249	11.711											-32.5%
Final Small Customer Group Purchase Price Dec, 5 2023 (¢/kWh)		Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24												
		14.805	9.279	7.320	7.104	7.376	9.405	9.215											
Final Small Customer Group Purchase Price Jun, 20 2023 (¢/kWh)										Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24				
										9.164	7.580	7.207	10.087	16.283	21.950	12.045			
Final Small Customer Group Purchase Price Dec, 13 2022 (¢/kWh)		Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23												
		43.319	22.398	16.905	12.566	12.314	17.494	20.833											-23.5%

Liberty Utilities (Granite State Electric) Corp.  
Constellation Energy Generation, LLC  
Master Power Agreement Confirmation  
December 5, 2023  
Page 1 of 5

**EXECUTION COPY**

**MASTER POWER AGREEMENT  
TRANSACTION CONFIRMATION**

This Confirmation shall confirm the Transaction agreed to on December 05, 2023, and effective as of the Confirmation Effective Date (as defined below) between **LIBERTY UTILITIES (GRANITE STATE ELECTRIC) CORP.** (“Liberty Utilities” or “Buyer”)<sup>1</sup>, a New Hampshire corporation (“Buyer”), and **CONSTELLATION ENERGY GENERATION, LLC** (successor by merger to CONSTELLATION ENERGY COMMODITIES GROUP, INC.), a Pennsylvania limited liability company (“Seller”), regarding the sale/purchase of Default Service specified herein under the terms and conditions under the Master Power Agreement, dated September 26, 2005 (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**

Award Block	Customer Group	Load Zone	Load Responsibility	Commencement Date	Conclusion Date
A	Large	NH	100%	2/1/2024	4/30/2024
C	Small	NH	100%	2/1/2024	7/31/2024

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

Award Block	Customer Group	Load Zone	February 2024	March 2024	April 2024	May 2024	June 2024	July 2024
A	Large	NH	██████	██████	██████			
C	Small	NH	██████	██████	██████	██████	██████	██████

<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	Large	NH	11437	GSECO-DEF SVC LARGE CG LOAD
C	Small	NH	11436	GSECO-DEF SVC SMALL CG LOAD

**5. Renewable Portfolio Requirement**

For each calendar month during the term of this Transaction the Renewable Portfolio Requirement shall mean ZERO.

**6. Amount Payable**

For the Small Customer Group, the amount payable by the Buyer to the Seller in a month shall be 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.

For the Large Customer Group, the amount payable by the Buyer to the Seller in a month shall be 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.

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

None

**8. Security**

**a. Calculation of Exposure**

Exposure shall be calculated in accordance with Paragraph 3 of the CSA, subject to the conditions and definitions below.

**Seller's Guaranty Amount** means zero.

**Seller Independent Amount** means zero.

**Expected Daily Load** means the average daily load based upon 2 years of available actual loads for a given month, as specified in the following table:

Award Block	Customer Group	Load Zone	February 2024	March 2024	April 2024	May 2024	June 2024	July 2024
A	Large	NH	190	200	200			
C	Small	NH	740	680	610	600	690	770

**Adjustment Factor** is 0.85.

**Reference New England Internal Hub Price** means the prices as specified in the following table:

ISO New England Internal Hub Price	February 2024	March 2024	April 2024	May 2024	June 2024	July 2024
Off-Peak	98.05	53.88	36.85	31.58	34.93	44.80
Peak	105.95	61.30	41.98	36.63	45.40	64.13
Reference New England Internal Hub Price**	101.86	57.23	39.36	33.97	39.58	53.95

\*\*The Reference New England Internal Hub price shall be calculated as ((Peak Price x Peak Hours in the Month) + (Off-Peak Price x Off-Peak Hours in the Month))/(Total Hours in the Month)), as applicable.

Buyer's Net Worth requirement for this Transaction shall be THIRTY-FIVE MILLION UNITED STATES DOLLARS (\$35,000,000.00).

**b. Delivery of Collateral**

Within five (5) Business Days after the execution of this Confirmation, the Parties shall provide any additional Eligible Collateral required as a result of entering into this Transaction in accordance with Paragraphs 3(a) and 3(b) of the Credit Support Annex of the Master Power Agreement.

**9. Confidentiality**

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

**10. 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.

Liberty Utilities (Granite State Electric) Corp.  
Constellation Energy Generation, LLC  
Master Power Agreement Confirmation  
December 5, 2023  
Page 4 of 5

## 11. Counterparts

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

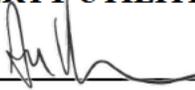
This Confirmation constitutes part of and is subject to the terms and provisions of such Master Power Agreement.

**Remainder of Page Intentionally Left Blank**

Liberty Utilities (Granite State Electric) Corp.  
Constellation Energy Generation, LLC  
Master Power Agreement Confirmation  
December 5, 2023  
Page 5 of 5

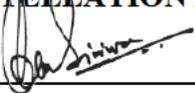
IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Confirmation on their behalf as of the date first above written

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

  
\_\_\_\_\_

Name: Johnny Johnston  
Title: Chief Operation Officer

**CONSTELLATION ENERGY GENERATION, LLC**

  
\_\_\_\_\_

Name (print): Ravi Ganti

Title: SVP, Portfolio Management & Analytics



**MASTER POWER AGREEMENT  
CONFIRMATION**

This Confirmation shall confirm the Transaction agreed to on, and effective as of **December 05, 2023**, between **LIBERTY UTILITIES (GRANITE STATE ELECTRIC) CORP.** (“Liberty Utilities” or “Buyer”), a New Hampshire corporation and **DTE Energy Trading, Inc.** a Delaware Limited Partnership (“Seller”), regarding the sale/purchase of Default Service specified herein under the terms and conditions under the Master Power Agreement, dated October 7, 2009 (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>
B	Large	NH	100%	05/01/2024	07/31/2024

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

<b>Award Block</b>	<b>Customer Group</b>	<b>Load Zone</b>	<b>May 2024</b>	<b>June 2024</b>	<b>July 2024</b>
B	Large	NH	[REDACTED]	[REDACTED]	[REDACTED]

**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>
B	Large	NH	11437	GSECO-DEF SVC LARGE CG LOAD

**5. Renewable Portfolio Requirement**

For each calendar month during the term of this Transaction the Renewable Portfolio Requirement shall mean ZERO.

**6. Amount Payable**

The amount payable by the Buyer to Seller in a month shall be 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.

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

None.

**8. Security**

**a. Calculation of Exposure**

Exposure shall be calculated in accordance with Paragraph 3 of the CSA, subject to the conditions and definitions below.

**Seller Independent Amount** means the amount set forth below, and is required through the dates listed in the table:

Award Block	Customer Group	Load Zone	Amount of Security (USD)	Posting Required Through
B	Large	NH		7/31/2024

**Expected Daily Load** means the average daily load based upon 2 years of available actual loads for a given month, as specified in the following table:

Award Block	Customer Group	Load Zone	May 2024	June 2024	July 2024
B	Large	NH	210	230	240

**Adjustment Factor** is 0.85.

**Reference New England Internal Hub Price** means the prices as specified in the following table:

<b>ISO New England Internal Hub Price</b>	<b>May 2024</b>	<b>June 2024</b>	<b>July 2024</b>
Off-Peak	31.58	34.93	44.80
Peak	36.63	45.40	64.13
Reference New England Internal Hub Price**	33.97	39.58	53.95

\*\*The Reference New England Internal Hub price shall be calculated as ((Peak Price x number of Peak Hours in the Month) + (Off-Peak Price x number of Off-Peak Hours in the Month))/(Total Hours in the Month)), as applicable.

**b. Delivery of Collateral**

Within five (5) Business Days after the execution of this Confirmation, Seller shall provide a parental guarantee, in the amount of [REDACTED]

**9. Confidentiality**

Articles 3 and 8.2, and the Seller Independent Amount of this Confirmation is Confidential Terms within the meaning of Article 23 of the Master Power Agreement and shall be subject to confidential treatment until such time such information is published by the Federal Energy Regulatory Commission.

**10. 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.

**11. 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: Johnny Johnston  
Title: Chief Operating Officer

**DTE ENERGY TRADING, INC.**

  
John M. Harris (Dec 6, 2023 12:27 EST)

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Name (print): John M. Harris  
Title: Vice President

Dec 6, 2023

  
AW  
CMY

# DTE-Liberty Utilities Confirm

Final Audit Report

2023-12-06

Created:	2023-12-06
By:	DTET Contract Admin (dte_contract_admin@dteenergy.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXeHy2I3EhWgl-OCLoMtF105Xtr-d4CV4

## "DTE-Liberty Utilities Confirm" History

-  Document created by DTET Contract Admin (dte\_contract\_admin@dteenergy.com)  
2023-12-06 - 3:31:32 PM GMT- IP address: 204.124.152.26
-  Document emailed to Anthony Wisely (Anthony.Wisely@dteenergy.com) for approval  
2023-12-06 - 3:32:51 PM GMT
-  Email viewed by Anthony Wisely (Anthony.Wisely@dteenergy.com)  
2023-12-06 - 3:42:09 PM GMT- IP address: 104.47.56.126
-  Document approved by Anthony Wisely (Anthony.Wisely@dteenergy.com)  
Approval Date: 2023-12-06 - 3:43:29 PM GMT - Time Source: server- IP address: 204.124.152.26
-  Document emailed to Christopher M York (christopher.york@dteenergy.com) for approval  
2023-12-06 - 3:43:30 PM GMT
-  Email viewed by Christopher M York (christopher.york@dteenergy.com)  
2023-12-06 - 4:10:38 PM GMT- IP address: 174.245.19.193
-  Document approved by Christopher M York (christopher.york@dteenergy.com)  
Approval Date: 2023-12-06 - 4:11:03 PM GMT - Time Source: server- IP address: 174.245.19.193
-  Document emailed to John M Harris (john.m.harris@dteenergy.com) for signature  
2023-12-06 - 4:11:04 PM GMT
-  Email viewed by John M Harris (john.m.harris@dteenergy.com)  
2023-12-06 - 5:26:55 PM GMT- IP address: 174.211.34.214
-  Document e-signed by John M Harris (john.m.harris@dteenergy.com)  
Signature Date: 2023-12-06 - 5:27:08 PM GMT - Time Source: server- IP address: 174.211.34.214
-  Agreement completed.  
2023-12-06 - 5:27:08 PM GMT

Liberty Utilities (Granite State Electric) Corp.  
Analysis of Bids Received - May 20, 2023

	Vintage	Class I	Class I Thermal	Class II	Class III	Class IV
RECS Required:	2022	1,700	300	-	1,700	300
ACP	2022	\$ 59.12	\$ 26.86	\$ 59.12	\$ 36.36	\$ 30.59
Market	2022					
RECS Required:	2023	3,300	7,400	-	36,400	6,800
ACP	2023	\$ 61.18	\$ 27.80	\$ 61.18	\$ 38.89	\$ 32.72
Market	2023					

Bid Recommendation	Respondent	Vintage	Class	Price	Quantity	Delivery Type	Class Total	Total Cost	Avg Cost
RPS REC ACP and % NHPUC:	<a href="https://www.puc.nh.gov/Sustainable%20Energy/Renewable_Portfolio_Standard_Program.htm">https://www.puc.nh.gov/Sustainable%20Energy/Renewable_Portfolio_Standard_Program.htm</a>								

**Schedule AJD/CG/MH-7  
 Summary of RPS Positions**

	2023 Liberty NH RPS Obligation Summary					2024 Liberty NH RPS Obligation Summary				
	Class I	Class 1 Thermal	Class II	Class III	Class IV	Class I	Class 1 Thermal	Class II	Class III	Class IV
Retail Sales:	385,708 MWhs Estimated					366,423 MWhs Estimated				
Banked From Previous Year		347								
RPS Obligation %	11.00%	2.20%	0.70%	8.00%	1.50%	11.90%	2.20%	0.70%	8.00%	1.50%
REC Obligation	42,428	8,486	2,700	30,857	5,786	43,604	8,061	2,565	29,314	5,496
Net Meter Credit % (1)	0.0058%		0.5977%			0.0058%		0.5977%		
Net Meter Credit	22		2,305			21		2,190		
RECs Under Contract	17,000	2,600	2,000							
RECs Delivered	-	-	-	-	-					
Class II RECs used to meet Class I			(1,605)							
REC Shortage or Excess	(25,406)	(5,539)	0	(30,857)	(5,786)	(43,583)	(8,061)	(375)	(29,314)	(5,496)
To Be Banked (2)	-	-	0	-	-				#REF!	

(1) 2023 & 2024 Net Meter Credit % estimated using 2022 values

(2) Excess Class II will be used towards the Class I obligation

Costs	2023 Liberty NH RPS Obligation Summary					2024 Liberty NH RPS Obligation Summary				
	Class I	Class 1 Thermal	Class II (2)	Class III	Class IV	Class I	Class 1 Thermal	Class II	Class III	Class IV
Banked Value	\$ -	\$ -	\$ 60,990	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Banked to be Used	\$ -	\$ -	\$ 60,990	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contracted	\$ 657,050	\$ 68,250	\$ 76,000	\$ -	\$ -					
Average Cost \$/REC	\$ 38.65	\$ 26.25	\$ 38.00							
ACP	\$ 61.18	\$ 27.80	\$ 61.18	\$ 38.89	\$ 32.72	\$ 63.31	\$ 28.77	\$ 63.31	\$ 41.60	\$ 35.00
ACP Payment to NH (estimated)	\$ 1,554,332			\$ 1,200,015	\$ 189,305	\$ 2,759,258	\$ 231,924	\$ 23,739	\$ 1,219,454	\$ 192,372
Total Estimated Cost	\$ 3,805,942					\$ 4,426,746				

**Schedule AJD/CG/MH-8**  
**Liberty Utilities (Granite State Electric) Corp. RPS Certificate Purchase Agreements**

Contract Date	Counterparty	Class	Vintage	Quarter	Type	RECs	Price	Broker	Fee	Total Cost
12/28/2022		Class I	2023	Q1-2023	Non Firm					
12/28/2022		Class I	2023	Q1-2023	Non Firm					
12/16/2022		Class I	2023	Q1-2023	Firm					
1/4/2023		Class I Thermal	2023	Q1-2023	Firm					
6/13/2023		Class II	2023	Q2-2023	Non Firm					