

**STATE OF NEW HAMPSHIRE
BEFORE THE
PUBLIC UTILITIES COMMISSION**

Docket No. DE 23-003

LIBERTY UTILITIES (GRANITE STATE ELECTRIC) CORP. D/B/A LIBERTY

Proposed Purchase of Receivables Program

CPCNH POSITION REGARDING LIBERTY’S PROPOSED REVISIONS TO ITS

ESSA & TARIFF

Pursuant to the Supplemental Order of Notice issued by the New Hampshire Public Utilities Commission (“Commission”) on September 4, 2024, the Community Power Coalition of New Hampshire (“CPCNH” or “Coalition”) respectfully submits these comments in the form of a position statement regarding Liberty Utilities Corp. (“Liberty” or “Company”) proposed revised Energy Supplier Services Agreement (“ESSA”) and Terms and Conditions of its Electricity Delivery Service Tariff NHPUC No. 21 (“Tariff”) in this proceeding.¹

BACKGROUND

Pursuant to RSA 53-E:7, X and RSA 541-A, on October 7, 2022, the Commission filed final rules with the Division of Administrative Rules implementing the provisions of RSA 53-E, known as the Puc Chapter 2200 rules (“Puc 2200 rules”). The Puc 2200 rules, among other things, required each electric distribution utility (“EDU”) to propose to the Commission for review and approval a purchase of receivables (“POR”) program.² On January 10, 2023, Liberty filed a proposal for a POR program along with supporting testimony and materials as per the Puc 2200 rules requirements.³ Following discovery and technical sessions, the New Hampshire

¹ Supplemental Order of Notice (Sept. 4, 2024).

² See Docket No. DRM 21-142, *Community Power Coalition of New Hampshire Petition for Rulemaking to Implement RSA 53-E for Community Power Aggregations by Stakeholders*, Notice No. 2022-14 – Adoption of Final Rules (Oct. 7, 2022).

³ Liberty Proposed Purchase of Receivables Program (Jan. 10, 2023).

Department of Energy (“DOE”), the NRG Retail Companies, and the Coalition submitted respective technical statements, testimony, and comments regarding Until’s proposed POR program.

On September 13, 2023, Liberty filed a settlement agreement on behalf of all parties (“Settlement Agreement”).⁴ In addition to coming to consensus on the establishment of a Liberty POR program, the parties agreed that this proceeding should be bifurcated into two phases, so that the second phase could focus on addressing necessary revisions to Liberty’s ESSA and Tariff to implement the POR program.⁵ On September 19, 2023, the Commission held a hearing on the Settlement Agreement.⁶

On December 22, 2023, the Hearing Examiner issued the Report and asked that parties submit exceptions to or comments on the Report and Recommendation by January 12, 2024.⁷ On January 12, 2023, Liberty, the NRG Retail Companies, and the Coalition filed comments and exceptions to the Report as well as Recommended Orders for the Commission’s consideration.⁸

On August 16, 2024, the Commission issued Order No. 27,047 (“Order”) approving the parties’ Settlement Agreement establishing Liberty’s POR program. In the Order, the Commission indicated that the proceeding would be continued to a second phase to review Liberty’s proposed revisions to its ESSA and Tariff.⁹ On September 4, 2024, the Commission issued a Supplemental Order of Notice (“Supplemental Order”) ordering Liberty to file the proposed revisions to the ESSA and Tariff to present the following issues: “whether the Company’s proposed revised ESSA and proposed revised Tariff are consistent with the

⁴ Settlement Agreement (Sept. 13, 2023).

⁵ Settlement Agreement Section II.H, Pp. 4-5.

⁶ See *generally*, Hearing Transcript (Sept. 19, 2023) (“Transcript”).

⁷ Examiners’ Report and Recommended Order (Dec. 22, 2023) and subsequent Procedural Order Re: Motion for Extension of Time (Dec. 29, 2023).

⁸ See Tabs 34-36 of the Docketbook.

⁹ Order No. 27,047 Approving Settlement Agreement (Aug. 16, 2024).

Settlement Agreement, as approved by Order No. 27,047 (Aug. 16, 2024); whether the Company accurately calculated the components underlying the revised Tariff; and whether the rates resulting from the revised Tariff would be just and reasonable, as required by RSA 374:2, RSA 378:5, and RSA 389:7.”¹⁰ On September 23, 2024, Liberty filed joint testimony with attachments that included the proposed revisions to its ESSA and Tariff.¹¹

I. ANALYSIS

Now that we’ve seen proposed revisions from all three investor-owned utilities (IOUs), the Coalition notes that each proposes a varied approach to updating their respective supplier agreements and tariff terms and conditions, including those that extend beyond the details of POR implementation. To support greater consistency across the retail choice market in New Hampshire, the Coalition recommends that settlement negotiations resume with representatives from each IOU to better align the text of supplier agreements where it is reasonably possible to do so.

Overall, the Coalition believes that Liberty has done a good job at translating the settlement into text for the ESSA and Tariff and is consistent with the Settlement Agreement with only a few exceptions, and that the proposed changes will result in rates that are just and reasonable and consistent with the requirements of RSA 53-E:9. We also appreciate how Liberty has tried to conform the ESSA and Tariff to be more consistent with the provisions of RSA 53-E and the Puc 2200 rules and have further requested edits to refine such. We have also suggested deletion of some archaic terms and insertion of more appropriate and current terms. To assist the Commission in its review attached is a redline of Liberty’s proposed ESSA, but not the Tariff, as

¹⁰ See Supplemental Order at 1-2.

¹¹ Liberty Joint Testimony of Robert Garcia and Melyssa M. Flaherty (Sept. 23, 2024).

there are only two suggested edits there. The following contain more explanation of proposed edits to these two documents.

II. Modify the Proposed Definition of EDT Standards for More Clarity and to Conform with Suggested language in Unitil and Eversource Documents that Maintain Reference to NH EDI Standards

The Coalition appreciated Liberty’s effort to combine reference to both the NH EDI standards and the Massachusetts EBT standards and suggests the following text replace their definition in both the Tariff at p. 78 and ESSA at p. 2:

“EDI Standards” shall mean the standards for Electronic Data Interchange transactions between Competitive Suppliers and electric utility companies as set forth in the reports and implementation guides, as amended from time to time, of the Massachusetts Electronic Business Transaction Working Group for implementation of the Purchase of Receivables Program and are inclusive of New Hampshire EDI standards approved by the Commission in Order No. 22,919 (May 4,1998) and Order No. 23,013 (September 8, 1998) or subsequent order or regulation to the extent that the Massachusetts EBT Working Group standards do not support material provisions of the NH EDI standards as determined or approved by the Commission.

III. Modify the Proposed Definition of “Community Power Aggregation” in the Proposed Tariff Language

Liberty’s proposed definition of “Community Power Aggregation” in its Tariff at p. 78 and its ESSA at p.1 (Bates page 21) are different. We propose that the Tariff language be changed to be the same as in the ESSA or amended to insert the words “serving as” to conform with the language in Puc 2205.01 as seen below with the added words in red bold:

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

IV. Change References to NEPOOL Participant to ISO-NE Market Participant and Eliminate Archaic Terms that are No Longer Needed; Clarify Conditions of Billing; and Make Necessary Reference to Puc 2200 rules

These suggested edits are sprinkled through page 3-16 of the proposed ESSA (Bates pages 22-35). Highlighting can be ignored.

V. CONCLUSION

For all of the foregoing reasons, the Coalition respectfully requests that the Commission direct Liberty to make the proposed revisions to its Tariff T&Cs and ESSA, find that they result in just and reasonable rates, and approve them as conforming with the Settlement Agreement.

Respectfully submitted,

COMMUNITY POWER COALITION OF NEW HAMPSHIRE

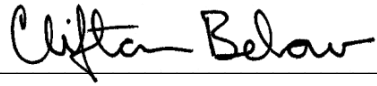
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Dated October 8, 2024

Certificate of Service

I hereby certify that a copy of these Comments has this day been sent via electronic mail to all persons on the service list.



Clifton C. Below

Dated: October 8, 2024

ENERGY SERVICE SUPPLIER AGREEMENT

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

I. Basic Understandings

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

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

II. Definitions

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

“Community Power Aggregation” or “CPA” shall mean a municipal or county aggregation program established pursuant to RSA 53-E to aggregate retail electric customers to provide such customers access to competitive markets for supplies of electricity and related energy services and any person or entity acting as an agent for a municipal or county aggregation

program.

"Competitive Electric Power Supplier" or "CEPS" shall mean any entity registered with the PUC to sell electricity to retail Customers in New Hampshire, with the following exceptions: (1) a Distribution Company providing Default Service to its distribution Customers, (2) Community Power Aggregations, and (3) a municipal light department providing energy supply and/or delivery services to its municipal customers.

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

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

"Default Service" shall mean the service provided by the Distribution Company to a Customer who is not receiving Supplier Service from a Supplier, or Transition Service from the Company in accordance with the provisions set forth in the Company's Tariff on file with the PUC.

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

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

"Distribution Service" shall mean the delivery of electricity to Customers by the Distribution Company pursuant to the Company's Tariff on file with the PUC.

"Electronic Data Interchange Standards" or "EDI Standards" means ~~the report submitted by the Electronic Data Interchange Working Group to the Commission on April 2, 1998, and approved by Order 22,919 (May 4, 1998), and the rules, processes, standards, and procedures of the Massachusetts Electronic Business Transactions Working Group, as may be amended by the PUC or replaced by the PUC with relevant EDI Standards developed specifically for New Hampshire.~~ the standards for Electronic Data Interchange transactions between Competitive Suppliers and electric utility companies as set forth in the reports and implementation guides, as amended from time to time, of the Massachusetts Electronic Business Transaction Working Group for implementation of the Purchase of Receivables Program and are inclusive of New Hampshire EDI standards approved by the Commission in Order No. 22,919 (May 4, 1998) and Order No. 23,013 (September 8, 1998) or subsequent order or regulation to the extent that the Massachusetts EBT Working Group standards do not support material provisions of the NH EDI standards as determined or approved by the Commission.

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

"ISO-NE" shall mean Independent System Operator -- New England, Inc., or any successor

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entity or entities which performs the functions of ISO-NE.

~~“Interim Procedures” shall mean the Interim Procedures establishing registration requirements for Suppliers serving retail customers of Granite State Electric Company issued by the PUC in Order No. 23,041 (Oct. 7, 1998), Docket No. DR 98-012.~~

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~~"NEPOOL" shall mean the New England Power Pool and its successors.~~

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

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

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

"Service Area" shall mean the Service Area described in the Company's Tariff, and as determined by the PUC.

"Settlement Account" shall mean the account utilized by NEPOOL ISO-NE for its Market ~~to determine~~ its Participants' ~~settlement obligations~~, as set forth in the ISO-NE Transmission, Markets and Services Tariff ~~Restated NEPOOL Agreement~~, as amended from time to time, on file as a tariff with the Federal Energy Regulatory Commission.

"Supplier" means any CEPS or CPA serving as load-serving entity in the provision of energy service to retail Customers in New Hampshire.

"Supplier Service" means the sale of all requirements, load-following electricity service to a customer by a CEPS or CPA, including, without limitation, capacity and ancillary services, such as the provision of reserves, and all other related services required or allowed by ISO New England, the Commission, or New Hampshire law, and retail offerings that utilize renewable energy certificates or represent alternative compliance payments that are bundled with generation, provided that all such services can be billed using the Company's Consolidated Billing Service platform.

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

~~"Transition Service" shall mean the service provided by the Distribution Company to a Customer who is not receiving Supplier Service from a Supplier, or Default Service from the Company in accordance with the provisions set forth in the Company's Tariff.~~

III. **Term**

This Agreement shall become effective on the date stated above ("Effective Date") and shall continue in full force and effect from month to month unless terminated by either party by written notice given no less than sixty (60) days prior to the desired termination date, except as

provided in Sections VI and XII of this Agreement. Notwithstanding the foregoing, the parties agree to abide by all terms of this Agreement until completing the processing of any transactions that are outstanding at termination. Notwithstanding the Effective Date, Supplier acknowledges that Company will provide Company Services as set forth in Section VII only upon satisfaction or express, written waiver of the requirements of Section IV of this Agreement.

IV. **Conditions Precedent**

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

- A. Supplier shall provide all information requested in attached Exhibit B, C and D.
- B. If Supplier is a CEPS, Supplier shall register as a Competitive Electric Power Supplier pursuant to the Interim Procedures, Puc 2000 rules, and satisfy other applicable requirements which may be established by the PUC or the DOE.
- C. If Supplier is a CPA, Supplier shall obtain PUC approval under RSA 53-E and satisfy other applicable requirements which may be established by the PUC or DOE.
- D. If Supplier elects to utilize the Consolidated Billing Services from the Company, Supplier shall furnish to Company a complete schedule of its relevant rates and rate pricing options for Supplier Service in an electronic format reasonably acceptable to Company, at Company's option, no less than ten (10) business days prior to initial Customer enrollment for any such rate or prior to a change in Supplier's existing rates or five (5) business days prior to a change in rate pricing options.
- E. Prior to Customer enrollment, Supplier shall participate in supplier training and successfully complete testing with the Company of the Electronic Data Interchange

(“EDI”) transactions as specified in the EDI Standards.

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

V. **Representations**

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

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

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

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

VI. **Supplier ’s Responsibilities**

A. **Registration Requirements and NEPOOL Status**

Supplier shall notify Company within twenty-four (24) hours in writing if its registration to act as a CEPS, as provided for in the Interim Procedures, or other applicable PUC or DOE rule, is acted upon by the PUC or DOE in such a way that it materially affects Supplier's performance under this Agreement, including but not limited to, suspension, revocation, modification, or non-renewal of such registration. Revocation or non-renewal of Supplier's registration shall be grounds for immediate termination of this Agreement by Company.

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

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

B. All-Requirements Service

Supplier shall be responsible for providing all-requirements service to meet each of its Customers' needs. Supplier is solely responsible for paying all costs incurred or to be incurred to provide all generation-related services associated with its all-requirements service obligation, including, without limitation, all costs or other requirements to furnish installed capability, operable capability, energy, operating reserves, automatic generation control, uplift costs,

congestion costs or charges, and any ancillary services, expenses or charges incurred to provide all-requirements service; or costs imposed by ~~NEPOOL~~, ISO-NE or any similar or successor entity in connection with such service. Supplier is also solely responsible for meeting any other requirements and paying any other costs now or hereafter imposed by the ISO-NE which are attributable to the provision of such service.

C. **Losses**

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

D. **Other Requirements and Acknowledgments**

Supplier acknowledges that Company will select and may from time to time change the value added network (“VAN”) or other electronic transmission vehicle. Company acknowledges the benefit to both Company and Supplier in minimizing the transaction costs in selecting the VAN. Notwithstanding the above, Company will not change the VAN or other electronic transmission vehicle without first providing Supplier via Internet electronic mail at least seven (7) days’ notice of any such change. Supplier shall be responsible for the initial testing costs with the VAN and payment of all costs or charges associated with electronic transmittals over the VAN or other means of electronic transmittal.

Supplier acknowledges that Company will not include Supplier’s preexisting balances on Consolidated Billing Service for newly enrolled Customers.

Supplier acknowledges that Company is authorized to deny Supplier Service to Customers

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

Supplier shall be responsible for obtaining ~~the~~any necessary authorization from each Customer prior to initiating Supplier Service to the Customer. Such authorization shall be in accordance with the ~~Interim Procedures~~Puc 2000 and 2200 rules and any other applicable rules promulgated by the PUC and DOE

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

VII. Company Services and Responsibilities

A. Distribution Service

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

In the event that the loading of the Distribution System, or a portion thereof, must be reduced for safe and reliable operation, such reduction in loading shall be proportionately allocated among all Customers whose load contributes to the need for the reduction, when such proportional curtailments can be accommodated within good utility practice. In the event of unplanned outages, service will be restored in accordance with good utility practice. The

Company shall not be liable for any revenue losses to the Supplier as a result of any such curtailments or outages.

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

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

B. Billing Services

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

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

1. Standard (Passthrough) Billing Service

In accordance with the provision of the Standard (Passthrough) Billing Service Option, Supplier agrees to separately bill Customers for the cost of Supplier Service provided by the

Supplier and for the collection of amounts due to the Supplier from the Customer. Company will provide Supplier a Customer “usage transaction,” in accordance with the EDI Standards.

2. **Consolidated Billing Service**

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

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

3. **Transaction Processing**

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

4. **Conditions of Billing**

Customers that contact Company concerning the billed amount for Supplier Service or any other Supplier issue will be referred to Supplier's customer service telephone number identified in Exhibit B or Exhibit C if applicable. Other than with respect to the accuracy of Customer meter reads and the mechanics of Consolidated Billing Services as specified above, Company will not undertake bill investigations, nor respond to Customer inquiries concerning Supplier charges, Supplier collection activities, or the settlement of billing disputes on behalf of Supplier unless otherwise specified in Exhibit A. For both Standard (Passthrough) Billing Service and Consolidated Billing Service, Supplier shall be responsible for the reporting and payment of all taxes or other fees assessed upon Supplier Service by any local, state, federal or other taxing or administrative bodies.

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

Rendering of bills is the preparation and mailing of statements of the amounts due from the Customer for Supplier Service. These statements will be included as part of the regular monthly bill for Company's Distribution Service mailed to the Customer. These statements will include Supplier's toll-free telephone number for Customer inquiries. The Company shall not be required to include messages or inserts containing Supplier specific information except as otherwise required by the PUC or as provided in Exhibit A and Exhibit B. Outstanding Customer balances for Supplier Service will be identified on the bill following the time when Supplier is no longer the Customer's current Supplier as specified by the EDI Standards.

6. **Billing Errors**

If either party finds a billing error or other miscalculation on a bill or in the usage determinants used as the basis for either the Company's or the Supplier's bill calculation, that party shall within sixty (60) days from the date of the Customer's statement containing the error, notify the other party in writing or electronically and explain the nature of the error. In the event of an error by the Company, the Company shall either: (1) rebill the affected Customer reflecting

an appropriate adjustment in the Customer's account; or (2) make an appropriate timely adjustment on a subsequent bill sent to Customer. In the event of an error by the Supplier, the Company will, upon Supplier's request, and as is reasonably practicable, either: (1) rebill the affected Customer reflecting an appropriate adjustment in the Customer's account; or (2) make an appropriate timely adjustment on a subsequent bill sent to Customer. If neither of the requested options is determined by the Company to be reasonably practicable, or if the Supplier affirmatively chooses, the Supplier may submit a rate pricing option correction as provided by the EDI Standards. Supplier will be responsible to pay any fees for any rebilling and/or adjustment caused by Supplier error. When either party reasonably believes that an error related to billing activity may have occurred, either party may request the production of documents required to verify the accuracy of such billing, which the other party will provide within ten (10) business days to the extent not restricted by law, regulation or agreements. Notwithstanding the foregoing, the parties acknowledge that the Company may send estimated bills to Customers in accordance with PUC regulations, and such estimated bills shall not be considered billing errors.

7. **Payment Processing**

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

8. **Timing of Payment to Suppliers**

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

9. **Amount of Payment to Supplier**

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

application of the Company's tariff.

C. **Implementation of POR Program**

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

D. **Security Interests**

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

E. **Load Estimating and Reporting**

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

Supplier's hourly loads for each day shall be estimated or telemetered and reported daily by the Company for inclusion in the Supplier's designated Settlement Account. Hourly load

estimates for non-telemetered customers will be based upon load profiles developed for each customer class or Customer of the Company. The total hourly loads will be determined in accordance with the appropriate hourly load for the Company.

The Company shall normally report previous day's hourly loads in accordance with the time specified by NEPOOL, its successor or its designated agent, which is then in effect. These loads shall be included in the Supplier's designated Settlement Account. To refine these estimates of Supplier's load, a monthly calculation shall be performed to incorporate the most recent customer usage information, which is available after the monthly meter readings are processed.

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

The Company shall not be required by Supplier to adjust any errors in the Company's determination of Supplier's hourly loads and reports to the ISO-NE unless the Company has received written notice and supporting documentation from Supplier within twenty-four (24) months from the date of the Supplier's statement detailing such error and the corresponding adjustments required to be made to Supplier's hourly loads, and failure to provide such notice and documentation within that that period shall constitute a waiver of any claim by Supplier associated therewith.

F. **Customer Usage Information**

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

The Company shall provide up to twelve months of a Customer's historic usage data (if

such data are available) to Supplier, provided that Supplier has received the appropriate authorization or as otherwise provided by Puc 2200 rules. Such authorization shall consist of a (i) letter of authorization; (ii) third-party verification; or (iii) Customer-initiated call to an independent third-party. This information may be requested and provided in accordance with the EDI Guidelines for Historical Usage Data as described in the EDI Standards.

G. **Additional Services**

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

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

A. **Initiation of Supplier Service**

To initiate Supplier Service to a Customer, Supplier shall obtain the necessary authorization pursuant to the EDI Standards, except as otherwise provided by RSA 53-E, the Puc 2200 rules, or rules adopted by the DOE, and shall submit an "enroll customer" transaction to the Company, in accordance with the rules and procedures set forth in the EDI Standards. Supplier shall not submit the "enroll customer" transaction to the Company until any applicable right of rescission has lapsed.

If the information on the enrollment transaction is correct, the Company shall send Supplier a "successful enrollment" transaction, in accordance with the EDI Standards. Supplier Service shall commence on the date of the Customer's next scheduled meter read, provided that the Company has received the valid enrollment transaction no fewer than two business days prior to the meter read date. If the Company has not received the valid enrollment transaction at least two days before the meter read date, Supplier Service shall commence on the date of the Customer's subsequent scheduled meter read.

If more than one Supplier submits an enrollment transaction for a given Customer