

## 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.

"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 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.

"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 to determine its Participants' settlement obligations, as set forth in the 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 Participant having its own Settlement Account, or (ii) have an agreement in place with a NEPOOL Participant whereby the NEPOOL 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 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 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 necessary authorization from each Customer prior to initiating Supplier Service to the Customer. Such authorization shall be in accordance with the Interim Procedures 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. Company will not undertake bill investigations, Customer inquiries concerning Supplier charges, collection activities, or the settlement of billing disputes on behalf of Supplier unless otherwise specified in Exhibit A. 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. 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

during the same enrollment period, the first valid transaction (as determined in accordance with the EDI Standards) that is received by the Company shall be accepted. All other enrollment transactions received during the enrollment period shall be rejected. Rejected transactions may be resubmitted during the Customer's next enrollment period.

**B. Termination of Supplier Service**

To terminate Supplier Service with a Customer, Supplier shall submit a "supplier drops customer" transaction, in accordance with the EDI Standards. Supplier Service shall be terminated on the date of the Customer's next scheduled meter read, provided the Company has received this transaction no fewer than two business days prior to the meter read date. If the Company has not received this transaction at least two days before the meter read date, Supplier Service shall be terminated on the date of the Customer's subsequent scheduled meter read. The Company shall send a "confirm drop date" transaction to the Supplier, in accordance with the EDI Standards.

A Customer may terminate Supplier Service with Supplier and take Default Service by so informing Supplier. In such case, Supplier shall send a "supplier drops customer" transaction to the Company in accordance with the EDI Standards. Supplier Service shall be terminated on the date of the Customer's next scheduled meter read date provided that the Company receives the "supplier drops customer" transaction no fewer than two business days prior to the scheduled meter read date. If the Company has not received the "supplier drops customer" transaction at least two days before the Customer's next meter read date, the termination shall be effective on the date of the Customer's subsequent scheduled meter read. The Company shall send a "confirmation of drop date" transaction to the Supplier in accordance with the EDI Standards.

In those instances when a Customer who is receiving Supplier Service from an existing



Supplier initiates such service with a new Supplier, the Distribution Company shall send the existing Supplier a "customer drops supplier" transaction, in accordance with the EDI Standards.

C. **Customer Moves**

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

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

D. **Other Provisions**

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

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

E. **Fees**

The Company shall charge the Supplier an administrative fee of five (\$5) dollars for each submitted "enroll customer" transaction. This administrative fee shall be waived in

connection with the enrollment of a Customer directly from Transition Service. When the Customer has made the decision to switch from one Supplier to another, the new Supplier will be charged the administrative fee. The Company may charge other fees to Supplier for processing the transactions described above, as approved by the PUC or the DOE.

IX. **Fees**

Company may charge fees to Supplier as set forth in Exhibit A. Company shall have the right to subtract fees that Supplier owes to Company, and that are sixty (60) days or more past due, from amounts Company collects on behalf of Supplier for reimbursement to Supplier. Amounts subject to a good faith dispute will not be subject to deduction.

X. **Billing and Payment for Services**

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

XI. **Nondisclosure**

Neither party may disclose any Confidential Information obtained pursuant to this Agreement to any third party without the express prior written consent of the other party; except that Company may disclose such information to its affiliates or agents not involved in Supplier Service or wholesale merchant functions to the extent that such disclosure is necessary to enable Company to perform its obligations under this Agreement. The term “Confidential Information” shall include, but not be limited to, all business, financial, and commercial information pertaining

to the parties, Customers of either or both parties, Suppliers for either party, personnel of either party; any trade secrets; and other information of a similar nature; whether written or in intangible form. Confidential Information shall not include information known to either party prior to obtaining the same from the other party, information in the public domain, or information obtained by a party from a third party who did not, directly or indirectly, receive the same from the other party to this Agreement or from a party who was under an obligation of confidentiality to the other party to this Agreement, or information developed by either party independent of any Confidential Information. The receiving party shall use the higher of the standard of care that the receiving party uses to preserve its own Confidential Information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information. Each receiving party shall, upon terminating this Agreement or at any time upon the request of the disclosing party, promptly return or destroy all Confidential Information of the disclosing party then in its possession.

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

## XII. **Termination**

Notwithstanding anything to the contrary elsewhere in this Agreement, any party, by

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

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

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

### XIII. **Force Majeure**

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

In the event of a force majeure, both parties shall take all reasonable steps to comply with this Agreement.

XIV. **Liability and Indemnification**

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

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

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

Notwithstanding anything in this Agreement to the contrary, in no event shall any party

be liable to any other party for indirect, consequential, punitive, special, or exemplary damages under any theory of law that is now or may in the future be in effect, including without limitation: contract, tort, strict liability, or negligence.

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

XV. **Dispute Resolution**

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

Disputes between Supplier and its Customers shall be subject to the Dispute Resolution Procedures of the EDI Standards. Any disputes relating to compliance with this Agreement or the regulations of the PUC or DOE may be referred by the Company, the Supplier, or the Customer to the PUC or DOE and such disputes shall be subject to the regulatory oversight of the PUC or DOE.

XVI. **Notice**

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

XVII. **Governing Law**

This Agreement is governed by the laws of the State of New Hampshire without regard to

the conflict of laws in effect therein.

**XVIII. Enforceability**

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

**XIX. Assignment and Delegation**

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

In addition, either party may subcontract its duties under this Agreement to a subcontractor provided that the subcontracting party shall remain fully responsible as a principal and not as a guarantor for performance of any subcontracted duties, and shall serve as the point of contact between its subcontractor and the other party, and the subcontractor shall meet the requirements of this Agreement and any applicable laws, rules, and regulations. The assigning or subcontracting party shall provide the other party with thirty (30) days' prior written notice of any such subcontracting or assignment, which notice shall include such information about the subcontractor as the other party shall reasonably require.

XX. **Miscellaneous**

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

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

**SUPPLIER NAME**

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

**Liberty Utilities (Granite State  
Electric) Corp.**

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_



## **Exhibit A**

### **COMPANY SPECIFIC PROVISIONS**

#### **1. Budget and Payment Options**

Supplier acknowledges that Company offers budget and payment plans. If such a Customer on Consolidated Billing Service pays the Company less than the full amount billed, the Company shall apply the payment first to the Distribution Service, and if any payment remains, the Company shall apply it to Supplier Service.

#### **2. Summary Billing**

Supplier acknowledges that Company offers a Summary Billing option, which allows qualified Customers with multiple electric service accounts to consolidate multiple individual billings on a single bill format. If such a Customer on Consolidated Billing Service pays the Company less than the full amount billed, the Company shall apply the payment first to Distribution Service owed for all accounts, and if any payment remains, the Company shall apply it to Supplier Service based on a predetermined cash posting sequence.

#### **3. Fees**

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

Exhibit A, p. 2

#### **4. Holidays and Time**

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

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

#### **5. Money Transfers**

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

#### **6. Business Continuity Plan**

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

#### **7. Company Contact**

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

## Exhibit B

### SUPPLIER INFORMATION

**Supplier must fill this form out completely and return it to Company prior to entering into a contract for services with Company. Failure to fill out this form completely will render Company unable to provide services for Supplier.**

#### A. General Information (all suppliers)

1. Legal name of the supplier \_\_\_\_\_
2. d.b.a. name, if applicable \_\_\_\_\_
3. Supplier Address \_\_\_\_\_
4. Type of Business Entity \_\_\_\_\_
5. Supplier Customer Service PHONE and EMAIL: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. Supplier Tax Identification number \_\_\_\_\_
7. Supplier Dun & Bradstreet number \_\_\_\_\_
8. Name of the Supplier's general contact & phone number  
\_\_\_\_\_
9. Supplier's general contact facsimile  
number \_\_\_\_\_
10. Supplier's general contact Internet address \_\_\_\_\_
11. Name of Supplier's technical contact and phone number \_\_\_\_\_
12. Supplier's technical contact facsimile number \_\_\_\_\_
13. Supplier's technical contact Internet address \_\_\_\_\_
14. Date Supplier attended New Hampshire supplier training \_\_\_\_\_
15. Has Supplier registered with the New Hampshire Public Utilities  
Commission? \_\_\_\_\_
16. Is this Exhibit B submission in addition to an Exhibit B currently on file?  
Yes NO  
*If yes, please provide a unique DUNS number in section A7 of the exhibit B*
17. Is this Exhibit B submission to support a CPA Program?  
Yes NO  
*If yes, skip section "B. Billing and Banking Information section of this form and complete "Exhibit C & D"*

**Exhibit B, p. 2 of 3**

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

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

**C. Value Added Network (VAN) / EDI Provider**

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

**D. Establishment of NEPOOL Settlement Account**

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

**E. Supplier Load Allocation, if requested**

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

**Exhibit B, p. 3 of 3**

**F. Notices to Supplier shall go to:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telep \_\_\_\_\_

hone: \_\_\_\_\_

Telec \_\_\_\_\_

opier \_\_\_\_\_

Electronic Mail \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Name (printed or typed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit C**  
**Community Power Aggregation Form**

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

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

\_\_\_\_\_

2. NHPUC Docket Number for Electric Aggregation Plan:

\_\_\_\_\_

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

\_\_\_\_\_

4. Is Supplier authorized to provide Load Serving Entity Services on behalf of the CPA pursuant to Puc 2205.01? Yes: \_\_\_ No: \_\_\_

5. ISO Participant ID(s) and DUNS number(s) CPA will assign customers to pursuant to Puc 2205.01(c):

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

8. CPA program general Internet address:

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Authorized Signature: \_\_\_\_\_

Name (printed or typed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit  
D**

**Municipal and County Aggregation Programs**

**LSE servicing a CPA program must complete this form**

**A. General Information**

1. Legal name of the Supplier (CEPS/LSE) \_\_\_\_\_

Supplier Contact Name : \_\_\_\_\_

Supplier Email : \_\_\_\_\_

Supplier Phone : \_\_\_\_\_

2. Legal name of the CPA : \_\_\_\_\_

CPA Contact Name : \_\_\_\_\_

CPA Email : \_\_\_\_\_

CPA Phone : \_\_\_\_\_

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

1. Name of Organization receiving payments  
\_\_\_\_\_
2. Name of receiving bank (to accept electronic transfer of customer payments)  
\_\_\_\_\_
3. Routing and transit number (ABA number) \_\_\_\_\_
4. Bank account number \_\_\_\_\_
5. Notification of Payment email address \_\_\_\_\_

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

1. Organization Name:  
\_\_\_\_\_
  2. Billing address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  3. Contact Name: \_\_\_\_\_
- Email: \_\_\_\_\_
- Phone: \_\_\_\_\_

**Exhibit D, p. 2 of 2**

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

1. Name of Organization on bill \_\_\_\_\_
2. Email address:  
\_\_\_\_\_



3. Customer Service Number \_\_\_\_\_

Supplier Signature: \_\_\_\_\_

Name (printed or typed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CPA Signature: \_\_\_\_\_

Name (printed or typed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_









































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LIBERTY UTILITIES

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Issued: ~~XX XX, 20XX~~ July 1, 2020 Issued by: ~~/s/ Neil Proudman~~ ~~Susan L. Fleek~~  
Neil Proudman Susan L. Fleek  
Effective: ~~XX XX, 20XX~~ July 1, 2020 Title: President

~~Authorized by NHPUC Order No. XX,XXX in Docket No. DE 23-003, dated XX XX, 20XX. Authorized by~~  
NHPUC Order No. 26,376 in Docket No. DE 19-064, dated June 30, 2020

NHPUC NO. 21 - ELECTRICITY DELIVERY  
LIBERTY UTILITIES

~~First Revised Original Page 5~~  
~~Superseding Original Page 5~~  
Terms and Conditions

2. Definitions

The following words and terms shall have the following meanings when used in this Tariff, including in any agreements entered into under this Tariff:

**Application:** A request by a Customer for Delivery Service pursuant to the provisions of this Tariff.

**Commission:** The New Hampshire Public Utilities Commission.

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

**Customer:** Any person, firm, corporation, cooperative marketing association, utility or government unit or sub-division of a municipality or of the state or nation supplied with Delivery Service by the Company. Each Delivery Service account shall be considered a separate and distinct Customer.

**Energy Service (“Energy Service”):** Electric energy, ancillary services and capacity supplied to a Customer who is not receiving Energy Service from a ~~Competitive Electric Power Supplier~~, as defined in Section 62 of this tariff, or receiving Self-Supply Service. Energy Service shall be provided in accordance with Energy Service Tariff and shall be provided in conjunction with the applicable Delivery Service Rate Schedule.

**Delivery Service:** The delivery of electric power by the Company to a Customer under this Tariff.

**Electronic Enrollment:** A request submitted electronically to the Company by a Supplier for the initiation of Supplier Service to a Customer.

**FERC:** The Federal Energy Regulatory Commission.

**Force Majeure:** Any cause beyond the reasonable control of, and without the fault or negligence of, the Party claiming Force Majeure. It shall include, without limitation, sabotage, strikes or other labor difficulties, soil conditions, riots or civil disturbance, acts of God, acts of public enemy, drought, earthquake, flood, explosion, fire, lightning, landslide, sun storms or similarly cataclysmic occurrence, or appropriation or diversion of electricity by sale or order of any governmental authority having jurisdiction thereof. Economic hardship of either Party shall not constitute a Force Majeure under this Tariff.

**Local Network:** The distribution facilities which are owned, leased and maintained by the Company, which are located in the state of New Hampshire and that are used to provide Delivery Service under this Tariff.

**Month:** Whenever reference is made to electricity delivered or a payment to be made “in any month”, “each month” or “per month”, it shall mean the electricity delivered in the period between two successive regular monthly meter readings or the payment to be made in respect of such period.

Issued: ~~XX XX, 20XX~~ July 1, 2020

Issued by: ~~\_\_\_\_\_/s/- Neil Proudman~~ ~~Susan L. Fleek~~  
~~Neil Proudman~~ ~~Susan L. Fleek~~

Effective: ~~XX XX, 20XX~~ July 1, 2020

Title: ~~\_\_\_\_\_/s/-~~ ~~Neil Proudman~~  
~~President~~

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~~NHPUC Order No. 26,376 in Docket No. DE 19-064, dated June 30, 2020~~



Large Customer Group

G-1, G-2, EV-L, and EV-M

iii. Small Customer Group Energy Service Charges

Rate Effective August 1, 2024 – January 31, 2025 per kWh 10.976¢

iv. Large Customer Group Energy Service Charges

	August	September	October	November	December	January
	2024	2024	2024	2024	2024	2025
Rate ¢/kWh	9.324¢	7.858¢	7.008¢	8.629¢	13.537¢	18.651¢

v. Switching to a ~~Competitive~~ Supplier or Self-Supply Service

1. On Next Meter Read Date

The Company will normally switch a Customer to a ~~Competitive~~ Supplier, as defined in Section 62 of this tariff, or ~~Sself- Ssupply~~ Service upon request of a Customer as of the next Tariffed meter read, provided that notice of the change to a ~~Competitive~~ Supplier or ~~Sself-Ssupply~~ Service was received by the Company not less than two business days before that next Tariffed meter read date. There shall be no charge for switching from Energy Service to a ~~Competitive~~ Supplier or ~~Sself-Ssupply~~ Service, if such a notice is given.

2. Prior to the Next Tariffed Meter Read Date

If switching to a ~~Competitive~~ Supplier or ~~Sself-Ssupply~~ Service before the next Tariffed meter read is requested, the Company at its sole discretion and upon agreement by the Customer to pay the applicable fee pursuant to the Off Cycle Meter Read Provision of this Tariff will terminate Energy Service with an un-tariffed meter read.

48. Optional Enhanced Metering Service Provision

Optional Enhanced Metering Service under this provision is available to a Customer receiving metered ~~retail-Ddelivery~~ Sservice from the Company. Customers who currently receive unmetered ~~retail-Ddelivery~~ Sservice must request metered ~~retail-Ddelivery~~ Sservice from the ~~Ce~~ompany in accordance with the Company’s terms and conditions. The availability of these services will be subject to the Company’s ability to render such service.

Issued: ~~XX XX, 20XX~~ July 1, 2024 Issued by: /s/ Neil Proudman  
Neil Proudman  
Effective: ~~XX XX, 20XX~~ August 1, 2024 Title: President

Authorized by NHPUC Order No. XX,XXX in Docket No. DE 23-003, dated XX XX, 20XX. Authorized by NHPUC Order No. 27,027 in Docket No. DE 24-061, dated June 27, 2024.

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iv. Custom Service or Additional Data Provided for a Fee

The Company shall provide Customer Load Analysis to Suppliers. The Supplier is responsible for obtaining the Customer’s authorization to release this information and will be required to maintain confidentiality of the Customer information. The Supplier may not sell or provide this information, in whole or in part, to another party.

- |                          |                  |
|--------------------------|------------------|
| 1. Custom Reports Charge | \$49.00 per hour |
| 2. Rate Data Charge      | \$49.00 per hour |
| 3. Rate Analysis Charge  | \$49.00 per hour |

50. Off Cycle Meter Read for Switch of Supplier Provision

An Off Cycle Meter Read under this provision is available to an individual Customers receiving metered ~~retail-D~~delivery Sservice from the Company under the Company’s Rate G-1, General Service Time-of-Use rate. The availability of this service will be subject to the Company’s ability to render such service.

A Customer requesting an Off Cycle Meter Read agrees to pay the Off Cycle Meter Read Charge included in this provision.

An Off Cycle Meter Read will be performed by the Company at the request of the Customer to facilitate the transfer of Eenergy Sservice between the Company-supplied Energy Service and ~~Competitive~~Supplier’s Eenergy Sservice, as defined in Section 62 of this tariff. There will be a separate Off Cycle Meter Read Charge for a Customer who is telemetered and for a Customer who is non-telemetered. The Company will assess an Off Cycle Meter Read Charge for each Off Cycle Mmeter Rread performed at a Customer’s service location.

- |   |          |
|---|----------|
| 1. Telemetered Customer Off Cycle Read Charge     | \$78.00  |
| 2. Non-Telemetered Customer Off Cycle Read Charge | \$102.00 |

The Company’s terms and conditions in effect from time to time where not inconsistent with any specific provisions hereof, are a part of this Off Cycle Meter Read for Switch of Supplier.

Issued: ~~XX XX, 20XX~~July 1, 2020

Issued by: /s/ Neil ProudmanSusan L. Fleek  
Neil ProudmanSusan L. Fleek

Effective: ~~XX XX, 20XX~~July 1, 2020

Title: President

~~Authorized by NHPUC Order No. XX,XXX in Docket No. DE 23-003, dated XX XX, 20XX. Authorized by~~  
~~NHPUC Order No. 26,376 in Docket No. DE 19-064, dated June 30, 2020~~



## 2. Metering

Each Customer-generator will be required to have a bidirectional net meter installed and owned by the Company at no cost to the Customer. Each Customer-generator will have the option to have a production meter installed and owned by the Company at no cost to the Customer.

## 3. Billing

Customer-generators with installations of 100 kW (AC) or less will be billed for the net electricity imported during each billing period under the same rate schedule that the Customer would be billed if it had no generation, except that the Stranded Cost Charge, System Benefits Charge, ~~Electricity Consumption Tax~~, and Storm Recovery Adjustment Factor will be billed on the full amount of electricity imported by the Customer during each billing period.

Customer-generators with installations of 100 kW (AC) or less will be credited over subsequent billing periods for the net surplus electricity exported into the distribution system during each billing period for Energy Service, Transmission, and twenty-five percent (25%) of the Distribution rate under the same rate schedule. No credit will be applicable for the System Benefits Charge, ~~Electricity Consumption Tax~~, and Storm Recovery Adjustment Factor.

Customer-generators with installations over 100 kW (AC) will be billed under the same rate schedule that the Customer would be billed if it had no generation.

Customers with installations over 100 kW (AC) will be credited over subsequent billing periods for surplus electricity exported into the distribution system for Energy Service. No credit will be applied for any other retail delivery rates.

Small Customer-generators will receive a monetary credit over subsequent billing periods for the net surplus electricity exported into the distribution system and will not accumulate surplus kWh following each applicable billing period. Large Customer-generators will receive a monetary credit over subsequent billing periods for surplus electricity exported into the distribution system and will not accumulate surplus kWh following each applicable billing period.

For Customer-generators taking Energy Service from a ~~Competitive~~-Supplier, as defined in Section 62 of this tariff, the ~~Competitive~~-Supplier may determine the terms, conditions, and prices under which it agrees to provide generation supply to and purchase net generation output from the Customer-generators. The Customer will not receive monetary credit over subsequent billing periods for net surplus electricity from the Company for supply. If net energy usage is less than zero, ~~{small Customer-generators}~~ that do not receive ~~Default~~-Energy Service from the Company will receive a monetary bill credit for their net electric exports during each billing period calculated at twenty-five percent (25%) of any Distribution charges assessed on a per-kilowatt-hour basis; and any Transmission charges assessed on a per-kilowatt-hour basis.

Issued: ~~XX XX, 20XX~~ July 1, 2020

Issued by: \_\_\_\_\_ /s/- Neil Proudman Susan L. Fleek  
~~Neil Proudman Susan L. Fleek~~

Effective: ~~XX XX, 20XX~~ July 1, 2020

Title: President

62. Terms and Conditions for ~~Competitive~~ Suppliers

i. General Applicability

- a) The following Terms and Conditions shall apply to every ~~registered Competitive~~ Supplier within the State of New Hampshire authorized to do business with the Company and their customers.
- b) These Terms and Conditions may be revised, amended, supplemented or supplanted in whole or in part from time to time according to the procedures provided in the Commission's Orders or regulations and New Hampshire law. In case of conflict between these Terms and Conditions and any orders or regulations of the Commission, said orders or regulations shall govern.
- c) No agent or employee of the Company is authorized to modify any provision of or to bind the Company to perform in any manner contrary to contained in these Terms and Conditions or to bind the Company to perform in any manner contrary thereto. Any such modification or any such promise contrary to these Terms and Conditions or any such promise contrary thereto shall be in writing, duly executed by an authorized officer of the Company, and subject in all cases to applicable statutes and to the orders and regulations of the Commission, and available for public inspection during normal business hours at the business offices of the Company and at the offices of the Commission.

ii. Definitions

**Aggregator:** Any entity registered with the Commission pursuant to Puc 2000 to negotiate the purchase of ~~electric supply~~ Energy Sservices for retail Customers in New Hampshire.

**Competitive Electric Power Supplier ("CEPS"):** Any person or entity registered with the PUC pursuant to Puc 2000 that sells or offers to sell all-requirements electricity supply service to retail Customers, including Net Metering Customers, in this state using the transmission or distribution facilities of a utility.

**CEPS Agreement:** The contract between the Company and any entity registered with the Commission serving as load-serving entity in the provision of Energy Service to retail Customers in New Hampshire, ~~the Competitive Supplier referenced in Section 2.e. below.~~

**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 a load-serving entity in the provision of Energy Service.

**Competitive Supplier or Supplier:** Any entity registered with the Commission ~~to sell electricity to retail Customers in New Hampshire.~~

**Electronic Data Interchange ("EDI") Standards Working Group Report:** The report submitted by the Electronic Data Interchange Working Group to the Commission on April 2, 1998,

Issued: ~~XX XX, 20XX~~ July 1, 2020

Issued by: \_\_\_\_\_ /s/ ~~Susan L. Fleek~~ Neil Proudman

~~Susan L. Fleek~~ Neil Proudman

Effective: ~~XX XX, 20XX~~ July 1, 2020

Title: President

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Terms and Conditions for ~~Competitive~~ Suppliers

and approved by Order 22,919, 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 report is available on the Commission's website.

**Energy Service:** The sale of electricity, including ancillary services such as, but not limited to, the provision of reserves, to a Customer by a ~~Competitive~~ Supplier.

~~ISO-NE: ISO New England Inc., authorized by the Federal Energy Regulatory Commission to exercise for New England the functions required pursuant to the Commission's Order No. 2000~~

Issued: ~~XX XX, 20XX~~ July 1, 2020

Issued by: \_\_\_\_\_ /s/ ~~Susan L. Fleek~~ Neil Proudman  
~~Susan L. Fleek~~ Neil Proudman

Effective: ~~XX XX, 20XX~~ July 1, 2020

Title: President

Authorized by NHPUC Order No. XX,XXX in Docket No. DE 23-003, dated XX XX, 20XX. Authorized by  
NHPUC Order No. 26,376 in Docket No. DE 19-064, dated June 30, 2020

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Terms and Conditions for Suppliers

**Energy Service Supplier (“ESS”) Agreement or ESS Agreement:** The contract between the Company and a Supplier approved in Docket No. DE 23-003.

**ISO-NE:** ISO New England Inc. authorized by the Federal Energy Regulatory Commission to exercise for New England the functions required pursuant to the Commission’s Order No. 2000

Issued: XX XX, 20XX Issued by: /s/ Neil Proudman  
Neil Proudman  
Effective: XX XX, 20XX Title: President

Authorized by NHPUC Order No. XX,XXX in Docket No. DE 23-003, dated XX XX, 20XX.

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(and its progeny) and the Commission’s regulations, and any successor organization (including but not limited to a Regional Transmission Organization).

**Market Participant:** A participant in the New England Market that has executed a Market Participant Service Agreement, or on whose behalf an unexecuted Market Participant Service Agreement has been filed with the FERC.

**NEPOOL:** New England Power Pool and its successors.

**NEPOOL Agreement:** The Second Restated New England Power Pool Agreement dated as of February 1, 2005, as amended or accepted by the Commission and as may be amended, modified, superseded, supplemented and/or restated from time to time.

**Pool Transmission Facilities (“PTF”):** Pool transmission facilities included in the Open Access Transmission Tariff on file with the Federal Energy Regulatory Commission and any successor agreements.

**Purchase of Receivables (“POR”):** The Company’s purchase of accounts receivable at a discount from a Supplier for the provision of Energy Service. The date of implementation of POR, as a part of Consolidated Billing Service, shall be determined by the Commission in Docket No. DE 23-003.

**Settlement Account:** The settlement method (and any successor settlement methodologies) utilized by ISO-NE for its Market Participants, as set forth in the ISO-NE Transmission, Markets and Services Tariff, as amended from time to time, on file as a tariff with the Federal Energy Regulatory Commission.

**Supplier:** Any CEPS or CPA serving as load-serving entity in the provision of Energy Service to retail Customers in New Hampshire.

iii. Obligation of Parties

Customer shall select one ~~Competitive~~ Supplier for each account at any given time for the purposes of the Company (1) reporting the Customer’s hourly electric consumption to the ISO-NE, and (2) providing billing services. The Customer must provide the selected ~~Competitive~~ Supplier with the information necessary to allow the ~~Competitive~~ Supplier to initiate Energy Service, as required by the ~~Competitive~~ Supplier. A Customer may choose only a ~~Competitive~~ Supplier that is registered or approved by the Commission.

1. The Company shall:

- a) Arrange for or provide local network transmission services from PTF to the Company’s distribution system for each Customer;
- b) Arrange for or provide regional network transmission service over PTF;

Issued: ~~XX XX, 20XX~~ July 1, 2020

Issued by: \_\_\_\_\_ /s/ ~~Neil Proudman~~ Susan L. Fleek  
Neil Proudman Susan L. Fleek

Effective: ~~XX XX, 20XX~~ July 1, 2020

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- ~~e) Be responsible for obtaining and maintaining Regional Transmission Service (or its successor);~~
- ~~d) Be responsible for the Network Load (as defined in the ISO-NE Transmission, Markets and Services Tariff) associated with its retail customers located in the Company's service area;~~
- ~~e) Deliver power over distribution facilities to each Customer Delivery Point;~~
- ~~f) Provide customer service and support for Distribution Service;~~
- ~~g) Respond to service interruptions or power quality problems;~~

Issued: ~~XX XX, 20XX~~ July 1, 2020

Issued by: \_\_\_\_\_ /s/ ~~Neil Proudman~~ ~~Susan L. Fleek~~  
~~Neil Proudman~~ ~~Susan L. Fleek~~

Effective: ~~XX XX, 20XX~~ July 1, 2020

Title: ~~President~~

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- ~~c) Be responsible for obtaining and maintaining Regional Transmission Service (or its successor);~~
- ~~d) Be responsible for the Network Load (as defined in the ISO-NE Transmission, Markets and Services Tariff) associated with its retail customers located in the Company's service area;~~
- ~~e) Deliver power over distribution facilities to each Customer Delivery Point;~~
- ~~f) Provide customer service and support for Distribution Service;~~
- ~~g) Respond to service interruptions or power quality problems;~~
- ~~e)h) Handle connections and terminations;~~
- ~~f)i) Read Meters;~~
- ~~e)j) Submit bills to Customers for Distribution Service and, if requested by the ~~Competitive~~ Supplier, submit bills for Energy Service through Consolidated Billing Service as provided in section 5(b);~~
- ~~f)k) Address billing inquiries for Distribution Service and, if contracted by the ~~Competitive~~ Supplier, for Energy Service;~~
- ~~g)l) Answer general questions about Distribution Service;~~
- ~~h)m) Report ~~Competitive~~ Suppliers' estimated and metered loads, including local network transmission and distribution losses, to the ISO-NE,~~
- ~~i)n) Process the electronic business transactions submitted by ~~Competitive~~ Suppliers, and send the necessary electronic business transactions to ~~Competitive~~ Suppliers, pursuant to below, and the rules and procedures set forth in the EDI Standards Working Group Report;~~
- ~~j)o) Provide information regarding, at a minimum, tariffs, meter read schedules, and load profiles, on its Internet web site; and~~
- ~~k)p) Provide up to twelve months of a Customer's historic billing data to a Customer or a ~~Competitive~~ Supplier, provided that the ~~Competitive~~ Supplier has received the appropriate authorization, this information shall be provided in electronic form at no charge.~~

2. The ~~Competitive~~ Supplier shall:

- a) Meet the registration and licensing requirements established by law or regulation and either (i) be a Market Participant subject to a Settlement Account or (ii) have an agreement in place with a Market Participant whereby the Market Participant agrees to include the load to be served by the ~~Competitive~~ Supplier in such Market Participant's Settlement Account;
- b) Be responsible for providing all requirements service to meet each of its Customer's needs and deliver the associated capacity and energy to a point or points of local network interface between the PTF and non-PTF systems;
- c) Give the Company at least 60 days' prior notice of termination of its status as a Market Participant or termination of the agreement referenced in Section 2(-e)- below. The ~~Competitive~~ Supplier's right to serve customers will cease to be effective with such termination, however the ~~S~~supplier will continue to be obligated to settle all financial obligations with the Company which were incurred prior to such termination;
- d) Be responsible for any and all losses incurred on (i) local network transmission systems and distribution systems, as determined by the Company; (ii) PTF, as determined by the ISO-NE; and (iii) facilities linking generation to PTF;

Issued: ~~XX XX, 20XX~~ July 1, 2020

Issued by: \_\_\_\_\_ /s/ ~~Neil Proudman~~ ~~Susan L. Fleek~~  
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Effective: ~~XX XX, 20XX~~ July 1, 2020

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- e) Enter into a CEPS Agreement with the Company that specifies, among other things, information exchange, problem resolution, and revenue ~~liability~~. ~~This agreement must be entered into prior to the initiation of Energy Service to any Customer in the Company's service territory. A business initiation fee of \$500.00 will be charged to each Competitive Supplier. This fee includes the costs of EDI connectivity and initial set up~~

Issued: ~~XX XX, 20XX~~ July 1, 2020

Issued by: ~~/s/ Neil Proudman~~ ~~Susan L. Fleek~~  
~~Neil Proudman~~ ~~Susan L. Fleek~~

Effective: ~~XX XX, 20XX~~ July 1, 2020

Title: ~~President~~

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NHPUC Order No. 26,376 in Docket No. DE 19-064, dated June 30, 2020~~



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liability. This agreement must be entered into prior to the initiation of Energy Service to any Customer in the Company's service territory. A business initiation fee of \$500.00 will be charged to each Supplier. This fee includes the costs of EDI connectivity and initial set up of the ~~Competitive~~ Supplier in the Company's system. Charges for additional services that may be required will be negotiated with each ~~Competitive~~ Supplier and included in the CEPS Agreement;

f) After Commission approval in Docket No. DE 23-003, enter an ESS Agreement on or before January 31, 2025. A business initiation fee of \$500.00 will be charged to each Supplier that did not enter into a CEPS Agreement prior to Commission approval in Docket No. DE 23-003. This fee includes the costs of EDI connectivity and initial set up of the Supplier in the Company's system. Charges for additional services that may be required will be negotiated with each Supplier and included in the ESS Agreement;

g) Complete testing of the transactions included in the EDI ~~Standards Working Group Report~~ prior to the initiation of Energy Service to any Customer in the Company's service territory. Such testing shall be in accordance with the rules and procedures set forth in the ~~EDI Standards Report~~;

h) Be responsible for obtaining the necessary authorization from each Customer prior to initiating Energy Service to the Customer;

i) Be responsible for obtaining the necessary authorization from each Customer prior to requesting the Company to release the historic usage information or Interval Data specific to that Customer to the ~~Competitive~~ Supplier. Such authorization shall consist of (i) a letter of authorization; (ii) electronic transmission to a ~~competitive~~ Supplier; or (iii) a written authorization provided to a registered Aggregator.

iv. Provisions of Service

1. Initiation of Energy Service

a) To initiate Energy Service to a Customer, the ~~Competitive~~ Supplier shall submit an "enroll customer" transaction to the Company, in accordance with the rules and procedures set forth in the EDI ~~Standards Working Group Report~~. The ~~Competitive~~ Supplier shall hold the "enroll customer" transaction until any applicable right of rescission has lapsed.

b) If the information on the enrollment transaction is correct, the Company shall send the ~~Competitive~~ Supplier a "successful enrollment" transaction, in accordance with the rules and procedures set forth in the EDI ~~Standards Working Group Report~~.

c) Energy Service shall commence on the date of the Customer's next scheduled meter read, provided that the Supplier has submitted the enrollment transaction to the Distribution Company no fewer than two (2) business days prior to the next meter read date.

d) If the Supplier has not submitted the enrollment transaction at least two (2) business days before the next meter read date, Energy Service shall commence on the date of the Customer's subsequent scheduled meter read.

e) If more than one ~~Competitive~~ Supplier submits an enrollment transaction for a given Customer during the same enrollment period, the first

Issued: ~~XX XX, 20XX~~ July 1, 2020

Issued by: \_\_\_\_\_ /s/ ~~Neil Proudman~~ ~~Susan L. Fleek~~  
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Effective: ~~XX XX, 20XX~~ July 1, 2020

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transaction that is received by the Distribution Company shall be accepted. All other transactions shall be rejected. Rejected transactions may be resubmitted during the customer's next enrollment period.

~~2. Termination of Energy Service~~

~~a) To terminate Energy Service with a Customer, a Competitive Supplier shall submit a "supplier drops customer" transaction, in accordance with the rules and procedures set forth in the EDI Working Group Report. Energy Service shall be terminated on the date of the customer's next scheduled meter read, provided that the Competitive Supplier has submitted this transaction to the Distribution Company no fewer than two~~

Issued: ~~XX XX, 20XX~~ July 1, 2020

Issued by: ~~/s/ Neil Proudman~~ ~~Susan L. Fleek~~  
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Effective: ~~XX XX, 20XX~~ July 1, 2020

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2. Termination of Energy Service

- a) To terminate Energy Service with a Customer, a Supplier shall submit a “supplier drops customer” transaction, in accordance with the rules and procedures set forth in the EDI Standards. Energy Service shall be terminated on the date of the customer’s next scheduled meter read, provided that the Supplier has submitted this transaction to the Distribution Company no fewer than two (2) business days prior to the meter read date. If the ~~Competitive~~ Supplier has not submitted this transaction at least two (2) business days before the meter read date, Energy Service shall be terminated on the date of the Customer’s subsequent meter read. The Distribution Company shall send a “confirm drop date” transaction to the ~~Competitive~~ Supplier, in accordance with the rules and procedures set forth in the EDI ~~Standards~~ Working Group Report.
- b) To terminate Energy Service with a ~~Competitive~~ Supplier, a Customer shall so inform the ~~Competitive~~ Supplier who will submit the required “supplier drops customer” transaction. Energy Service shall be terminated on the date of the Customer’s next scheduled meter read.
- c) In those instances when a Customer, who is receiving Energy Service from an existing ~~Competitive~~ Supplier, initiates such service with a new ~~Competitive~~ Supplier, the new ~~Competitive~~ Supplier must submit an EDI enrollment request to the Company. The Company shall send the existing ~~Competitive~~ Supplier a “customer drops supplier” transaction, in accordance with the rules and procedures set forth in the EDI ~~Standards~~ Working Group Report.
- d) In the event that a Supplier who entered a CEPS Agreement prior to a final Commission Order in Docket No. DE 23-003 does not enter into an ESS Agreement by January 31, 2025, the Company will return its Customers to the Company’s Energy Service effective on the first scheduled meter reading after April 1, 2025.
- e) In cases where the Company uses estimated energy and demand values for billing purposes and the estimated bill coincides with the termination of Supplier Service, the Supplier shall agree to accept the estimated metering values as final values. The Company shall not be obligated to reconcile the estimated values after actual meter reading values are available. Reconciliations of actual meter reads will be at the discretion of the Company.

2.3. Customer Outages

d)a) Planned Outages

In the event that the loading on the distribution system, or a portion thereof, must be reduced for safe and reliable operation, such reduction in loading shall be proportionately allocated among all Customers whose load contributes to the need for the reduction, when such proportional curtailments can be accommodated within good utility practices.

Issued: XX XX, 20XX July 1, 2020

Issued by: /s/ Neil Proudman Susan L. Fleek  
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Effective: XX XX, 20XX July 1, 2020

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voltage reductions or load shed procedures to protect the security of the bulk power grid. The Company shall not be liable for any revenue losses to the Supplier as a result of any such disconnection(s).

#### 4. Metering

##### a) Meter Reading

The Company shall meter each Customer in accordance with tariff provisions.

Each Customer shall be metered or estimated such that the loads can be reported to ISO-NE for inclusion in the ~~Competitive~~ Supplier's, or the ~~Competitive~~ Supplier's wholesale provider's Settlement Account.

##### b) Ownership of Metering Equipment

Should a Customer or ~~Competitive~~ Supplier request a metering device outside of the Company's current metering equipment or request that a communication device be attached to the existing meter, the Company shall provide, install, test, and maintain the requested metering or communication device. The requested meter or communication device must meet the Company's requirements.

The Customer or ~~Competitive~~ Supplier shall bear the cost of providing and installing the meter or communication device. Upon installation, the meter or communication device shall become the property of the Company and will be maintained by the Company. The Company shall complete installation of the meter or communication device, if reasonably possible, within thirty (30) days of receiving a written request from the Customer or ~~Competitive~~ Supplier. The Company shall bill the Customer or ~~Competitive~~ Supplier upon installation.

#### 5. Billing Service

The Company shall provide a single bill, reflecting unbundled charges for ~~Energy electric~~ Service, to Customers who receive Energy Service from a Supplier. The Company shall offer two billing service options to ~~Competitive~~ Suppliers providing Energy Service to Customers: a) Standard Billing Service; and b) Consolidated Billing Service. The ~~Competitive~~ Supplier shall inform the Company of the selected billing option, in accordance with the rules and procedures set forth in the EDI- ~~Standards Working Group Report~~.

##### ~~e)a)~~ Standard Billing Service

The Company shall issue a single bill for Distribution Service to each Customer. The ~~Competitive~~ Supplier shall be responsible for separately billing Customers for the cost of Energy Service provided by the ~~Competitive~~ Supplier and for the collection of amounts due to the ~~Competitive~~ Supplier from the Customer.

Issued: ~~XX XX, 20XX~~ July 1, 2020

Issued by: \_\_\_\_\_ /s/- Neil Proudman Susan L. Fleek  
~~Neil Proudman Susan L. Fleek~~

Effective: ~~XX XX, 20XX~~ July 1, 2020

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The Company shall send a “customer usage information” transaction to the Supplier, in accordance with the rules and procedures set forth in the EDI Standards.

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Issued by: ~~/s/ Neil Proudman~~ ~~Susan L. Fleek~~  
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Effective: ~~XX XX, 20XX~~ July 1, 2020

Title: ~~President~~

~~Authorized by NHPUC Order No. XX,XXX in Docket No. DE 23-003, dated XX XX, 20XX. Authorized by  
NHPUC Order No. 26,376 in Docket No. DE 19-064, dated June 30, 2020~~

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~~The Company shall send a “customer usage information” transaction to the Competitive Supplier, in accordance with the rules and procedures set forth in the EDI Working Group Report.~~

b) Consolidated Billing Service

The Company shall issue a single ~~un~~ bundled bill for ~~Energy electric~~ Service provided by a Supplier and Distribution Service provided by the Company to each Customer.

Suppliers that choose to use Consolidated Billing Service after implementation of POR as approved in Docket No. DE 23-003 shall be automatically enrolled in the Company’s POR and shall be required to sell its account receivables for all of their Customers billed through the Company’s Consolidated Billing Service subject to the applicable Discount Percentage Rate (“DPR”) described in paragraph vii of this section.

The Company shall use the rates supplied by the ~~Competitive~~ Supplier to calculate the ~~Competitive~~ Supplier’s portion of a Customer’s bill, and integrate this billing with its own billing in a single mailing to the Customer.

The Company shall send a “customer usage and billing information” transaction to the ~~Competitive~~ Supplier, in accordance with the rules and procedures set forth in the EDI ~~Standards Working Group Report~~.

6. Payment Services

~~Prior to the implementation of POR, Upon receipt of Customer payments,~~ the Company shall send a “payment/ adjustment” transaction to the ~~Competitive~~ Supplier, in accordance with the rules and procedures set forth in the EDI ~~Standards Working Group Report~~. Customer revenue due the ~~Competitive~~ Supplier shall be transferred to the ~~Competitive~~ Supplier in accordance with the ~~ESSCEPS~~ agreement entered into by the ~~Competitive~~ Supplier and the Company.

The following payment allocation between the Company and ~~Competitive~~ Suppliers shall apply if a Customer pays the Company less than the full amount billed:

- a) Any outstanding ~~C~~ustomer loans or deposit obligations with the Company;
- b) Any Company current payment arrangement obligations;
- c) Any Company budget billing arrangement obligations;
- d) Company and Supplier aged accounts receivables, with a priority for the Company’s aged receivables;
- e) Company and Supplier current charges, with a priority for the Company’s current charges; and
- f) Any Company miscellaneous non-electric service product or services.

After the implementation of POR, the Company shall pay each Supplier enrolled in the Company’s POR the full amounts due from its Energy Service Customers, as billed by the Company through

Issued: ~~XX XX, 20XX~~ July 1, 2020

Issued by: \_\_\_\_\_ /s/ ~~Neil Proudman-Susan L. Fleek~~  
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Effective: ~~XX XX, 20XX~~ July 1, 2020

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Consolidated Billing Service, less the amount determined by applying the applicable DPR, as determined in paragraph vii of this section.

For any Customer that has elected budget billing or is subject to a periodic payment plan agreed to by the Company, the full amounts due to the Supplier for Energy Service shall be based on the Customer's actual usage, rather than the amount the Customer is billed under the Company's budget billing program or any such periodic payment plan.

~~Any services in addition to initial set up, that requires the use of the Company's external EDI vendor, will be charged to the supplier a per hour rate.~~

<del>Business Initiation Fee</del>	<del>\$500.00 one time fee</del>
<del>Payment Service Customization</del>	<del>\$175.00 per hour</del>

Issued: ~~XX XX, 20XX~~ July 1, 2020

Issued by: ~~/s/ Neil Proudman-Susan L. Fleek~~  
~~Neil Proudman Susan L. Fleek~~

Effective: ~~XX XX, 20XX~~ July 1, 2020

Title: ~~President~~

~~Authorized by NHPUC Order No. XX,XXX in Docket No. DE 23-003, dated XX XX, 20XX. Authorized by NHPUC Order No. 26,376 in Docket No. DE 19-064, dated June 30, 2020~~



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Any services in addition to initial set up, that require the use of the Company's external EDI vendor, will be charged to the Supplier a per-hour rate.

<u>Business Initiation Fee</u>	<u>\$500.00 one-time fee</u>
<u>Payment Service Customization</u>	<u>\$175.00 per hour</u>

Existing Company service fees, such as interest charges for unpaid balances and bad checks charges, shall remain in effect and shall be assessed, as applicable, according to the Company's Terms and Conditions for Distribution Service, applicable to all Customers.

v. Definition of Standard Units of Service

1. Billing Demand

Units of billing demand shall be as defined in the Company's applicable Rate Schedule.

2. On-Peak / Off-Peak Period Definitions

The on-peak and off-peak periods shall be as defined in the Company's applicable Rate Schedule.

vi. Determination of Hourly Loads

1. For each ~~Competitive~~ Supplier, hourly loads for each day shall be estimated or telemetered, and reported daily to the ISO-NE for inclusion in the ~~Competitive~~ Supplier's Settlement Account. Hourly load estimates for non-telemetered customers will be based upon load profiles developed for each customer class or Customer of the Company. The total hourly loads will be determined in accordance with the appropriate hourly load for the Company.
2. The Company shall normally report previous days' hourly loads to the ISO-NE by a specified time. These loads shall be included in the ~~Competitive~~ Supplier's Settlement Account.
3. To refine the estimates of the ~~Competitive~~ Suppliers' loads that result from the estimated hourly loads, a monthly calculation shall be performed to incorporate the most recent customer usage information, which is available after the monthly meter readings are processed.
4. The hourly loads shall be determined consistent with the following steps:
  - a) The Company shall identify or develop a load profile for each customer class or each Customer for use in each day's daily determination of hourly load.
  - b) The Company shall calculate a usage factor for each Customer that reflects the Customer's relative usage level.
  - c) The Company shall develop estimates of hourly load profiles for the previous days for each ~~Competitive~~ Supplier such that the sum of the ~~Competitive~~ Suppliers' loads equals the hourly metered loads collected

Issued: ~~XX XX, 20XX~~ July 1, 2020 Issued by: \_\_\_\_\_ /s/ ~~Neil Proudman-Susan L. Fleek~~  
 Effective: ~~XX XX, 20XX~~ July 1, 2020 Title: ~~Neil Proudman~~ Susan L. Fleek  
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each day. Distribution losses, ~~which are included in the hourly metered  
Company loads, shall be fully allocated into Competitive Supplier loads.~~

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Issued by: ~~\_\_\_\_\_/s/ Neil Proudman-Susan L. Fleek~~

Effective: ~~XX XX, 20XX~~ July 1, 2020

Title: ~~Neil Proudman~~ Susan L. Fleek  
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~~Authorized by NHPUC Order No. XX,XXX in Docket No. DE 23-003, dated XX XX, 20XX. Authorized by  
NHPUC Order No. 26,376 in Docket No. DE 19-064, dated June 30, 2020~~



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purchased for Energy Service.

Issued: ~~XX XX, 20XX~~ July 1, 2020

Issued by: \_\_\_\_\_ /s/ ~~Neil Proudman~~ ~~Susan L. Fleek~~  
~~Neil Proudman~~ ~~Susan L. Fleek~~

Effective: ~~XX XX, 20XX~~ July 1, 2020

Title: President

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UPcg (Uncollectible Percentage for each Customer Group) is the sum of the net write-offs for Energy Service for the Customer Group, based on actual data from the most recent calendar year, divided by the total amounts billed by the Company for Energy Service provided by the Supplier, including late payment fees, to that Customer Group.

Notwithstanding the foregoing, during the initial period after POR implementation, the single UPcg applicable to receivables purchased from the Supplier for the Large Customer Group and Small Customer Group shall be the total amount of net write-offs by the Company based on actual data for the most recent calendar year, divided by the total amounts billed by the Company for Energy Service provided by the Supplier, including late payment fees, during that calendar year.

ACPcg (Administrative Cost Percentage for each Customer Group) is the total actual administrative costs and any forecasted incremental costs related to POR administration and collection to be recovered for the subsequent year divided by the total amounts billed by the Company for Energy Service provided by Suppliers during the most recent calendar year. Administrative costs shall include costs directly related to the development and implementation of changes to the billing, information, and accounting systems required to implement the billing and payment procedures related to POR into the Company's Consolidated Billing Service, which shall be amortized and recovered over a five-year period.

PPRPcg (Past Period Reconciliation Percentage for each Customer Group) is, for each month of the reconciliation period, the Actual Uncollectible Costs less the Actual Supplier Discounts Applied, including Interest Accrued. The sum of these monthly amounts for the reconciliation period is then divided by Actual Supplier Billings. Each of these components is defined as follows:

- i. Actual Uncollectible Costs: the sum of (a) actual net write-offs associated with the receivables purchased by the Company and, (b) actual administrative costs incurred, allocated based on the Actual Supplier Billings, for the applicable Customer Group.
- i.ii. Actual Supplier Discounts Applied: the sum of the actual discounts applied to Supplier payments during the prior calendar year, for the applicable Customer Group.
- ii.iii. Monthly Interest Accrued: a monthly interest amount calculated on the cumulative variance between Actual Uncollectible Costs and the Actual Supplier Discounts Applied using the Prime Rate. Each month's interest rate shall be calculated using the Prime Rate effective at the end of such month divided by the number of days in the year multiplied by the number of days in the month.

Issued: XX XX, 20XX Issued by: /s/ Neil Proudman  
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iv. Actual Supplier Billings: the total amounts billed by the Company for Energy Service provided by the Supplier, including late payment fees.

vi. Payment Date Computation

- a) For Consolidated Billing Service: Payments to Suppliers enrolled in Consolidated Billing Service shall be made monthly based on the combined average payment period for all Customers on the Company's Energy Service and Consolidated Billing Service. For current receivables purchased by the Company at a discount shall be made monthly, and the same payment date shall apply to both the Small Customer Group and Large Customer Group. The payment date shall be calculated using actual historical data for the most recent calendar year. The payment date shall be on the closest business day approximately equal to the mid-point of the billing month plus the average payment period from billing to utility receipt of customer payments. The payment date shall remain in effect for a 12-month period beginning on August 1 of each year,
- b) For Existing Accounts Receivables: Payments to Suppliers for any existing accounts receivables purchased by the Company at a discount shall be made within thirty (30) days of implementation of the POR Program. Existing receivables means Energy Service receivables of a Supplier that were billed under the Company's Consolidated Billing Service prior to POR Program implementation.

3. Annual Filing

The Company shall calculate and file annually, on or before March 1 of each year following the implementation of POR, providing (1) the respective DPR's for the Large Customer Group and Small Customer Group, including related reconciliations for prior periods and (2) the payment date, both of which will take effect on August 1.

The foregoing notwithstanding, for the initial period after the implementation of POR through July 31, 2026, the Company shall calculate and file (1) the single DPR applicable to both the Large Customer Group and Small Customer Group and (2) the payment date on or before February 3, 2025.

Issued: XX XX, 20XX Issued by: /s/ Neil Proudman  
Neil Proudman  
Effective: XX XX, 20XX Title: President