

[INSERT LIBERTY UTILITIES (NEW ENGLAND NATURAL GAS COMPANY NAME)] CORP.

**2020 Small Commercial Arrearage Forgiveness Program
COVID-19 Plan**

~~August X~~September 17, 2020

[INSERT COMPANY NAME] (“~~xxxx~~Liberty Utilities (New England Natural Gas Company) Corp. (“Liberty” or the “Company”)) 2020 Small Commercial Arrearage Forgiveness Program is a program designed to meet the needs of financially challenged small commercial¹ customers to assist in paying arrears due to the Company that have accrued or increased during the Commonwealth of Massachusetts’ State of Emergency (“State of Emergency”) addressing the COVID-19 pandemic (“AFP” or the “Program”). ~~As a result of-~~ In compliance with the COVID-19 pandemic, and Department’s order issued on September 3, 2020 in coordination with Customer Assistance Working Group convened in D.P.U. 20-58-C,² the Company submits ~~this~~ its Small Commercial AFP to be made available to eligible small commercial customers, as defined herein.

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The Program will be available for eligible customers, as defined below, commencing on the date the Program ~~is~~ was approved by the Department of Public Utilities (the “Department”) until December 31, 2020. ~~The~~ If the Company ~~may seek approval by the Department for an extension or proposes to extend~~ the Small Commercial AFP-³ beyond December 31, 2020, it will seek the Department’s prior approval. Prior to granting approval of any request for an extension of the Small Commercial AFP, the Department will consider any objections or comments from members of the Customer Assistance Working Group.

A. Program Goal

The Program has two main goals:

- (1) To encourage small commercial customers to enroll in, and successfully complete, a payment plan; and
- (2) To enhance assistance to the Company’s small commercial customers that have developed or have increased arrears during the State of Emergency by providing a program that helps to provide economic relief through a reduction of accrued arrearage.

B. Enrollment Eligibility Requirements

¹ Small Commercial customers are those receiving service on rates ~~[COMPANY SPECIFIC RATES TO BE INSERTED]-~~classes G-41, G-51, T-41 and T-51.

² Inquiry of the Department of Public Utilities into Establishing Policies and Practices for Electric and Gas Companies Regarding Customer Assistance and Ratemaking Measures in Connection with the State of Emergency Regarding the Novel Coronavirus (COVID-19) Pandemic, D.P.U. 20-58 (May 11, 2020).

³ ~~For BGC, the end date for the AFP would be March 2021.~~

A small commercial customer must call the Company to enroll. To qualify, a customer must:

- Have an active small commercial ~~electric~~gas⁴ account in ~~their~~its name with the Company billed under rate class ~~[COMPANY SPECIFIC RATES TO BE INSERTED]~~; classes G-41, G-51, T-41 and ~~or~~; T-51;
- ~~Have an active small commercial gas⁵ account in their name with the Company⁶ billed under rate class [COMPANY SPECIFIC RATES TO BE INSERTED]; and~~
- Have indicated they need assistance to pay bills that have accrued or increased during the COVID-19 pandemic and have arrears greater than 30 days past due; and
- Have agreed to be placed on a payment plan for up to 12 months.

In addition, a small commercial customer who is currently enrolled and current with payments in a Deferred Payment Plan as of the date ~~of the Department's Order approving the~~ the Program ~~was approved by the Department~~ is eligible for the Program credits as applicable. Any customer eligible for the payment plan will be notified of the AFP.

~~A small commercial customer served by a third party supplier may be ineligible for the Program, based on their distribution company's ability to apply credits solely to the distribution portion of the customer's account.~~

A down payment is not required for enrollment in the Program. The first monthly payment plan amount due is not to exceed 30 days from the start date of the payment plan. Once an eligible customer is enrolled in the Program, no late payment charges will be assessed and service will be protected from disconnection for the duration of the customer's payment plan as long as the customer makes the required monthly payments.

C. Available Credits

Eligible customers can only receive the credits identified below once.

When an eligible customer participates in a payment plan they will be eligible to receive arrearage forgiveness by the Company in two installments in the form of a bill credit, as follows:

The value of the first credit shall be equal to the customer's April 2020 bill for the amounts of customer usage only, excluding taxes and fees, regardless of whether the customer has paid ~~his or her~~its April 2020 bill. The first credit shall be applied upon completion of the first required payment in the payment plan; and

The value of the second credit shall be equal to the customer's May 2020 bill for the amounts of customer usage only, excluding taxes and fees, regardless of whether the customer has paid ~~his or~~

⁴ ~~Electric~~Gas customers billed under Small commercial rate class that have Account Executives assigned by Distribution Company or are part of a National Account will be excluded from participating in the AFP.

⁵ ~~Gas customers billed under Small commercial rate class that have Account Executives assigned by Distribution Company or are part of a National Account will be excluded from participating in the AFP.~~

⁶ ~~Due to Berkshire Gas Company's unique service territory, Berkshire Gas Company will allow small and medium gas customers billed under the small commercial rate class to participate in the Program.~~

~~he~~its May 2020 bill. The second credit shall be applied once the customer pays the last required payment in the payment plan.

D. Re-Instatement

If a customer fails to make payment(s) pursuant to the Program, the customer ~~may be removed from the Program. Each distribution company shall determine whether a customer has breached the terms of the Program. Whether a customer who breaches the terms of the Program may be reinstated in the Program or enrolled in that company's available payment plan at the time of the customer's call will depend on each company's billing system.~~ will be removed from the Program. However, the Company will reinstate the customer and allow them to continue on its current Program provided it catches up by remitting all missed payments.

E. Customer Outreach

On ~~In-Bound~~in-bound calls, the Company may conduct targeted outreach to each customer and offer the AFP to any small commercial customer ~~whothat~~ indicates that ~~they have it has~~ been financially impacted by the COVID-19 pandemic to the extent they meet the Program's eligibility requirements.

The Company may promote the Program via email, mail, updating IVR messaging and the Company website.

F. Terms & Conditions

A customer enrolled in the Program is subject to the Company's Terms and Conditions for Distribution Service, as in effect from time to time. The Program may be modified or terminated by the Company in accordance with and subject to the regulations of the Department. Any modification or termination shall not affect an existing plan.

G. Customer Confidentiality

The Company shall report all participants served in this program to the Department. However, specific customer names will be redacted from publicly available documents.

H. Program Cost Recovery

Costs associated with the Program shall be deferred for later review and approval for recovery by the Department.

I. Reporting

The Company will submit quarterly reports to the Department with the following Program data: (1) number of customers enrolled in the Program; (2) number of new customers enrolled; (3) total dollar amount forgiven; and (4) number of customers who successfully completed Program.