Professional Experience and Qualifications of Donna H. Mullinax

Summary

Mrs. Mullinax has over thirty-nine years of financial, management and consulting experience. She is President of Blue Ridge Consulting Services, Inc. Prior to becoming President, she held the position of Vice President and Chief Financial Officer for Blue Ridge and her former employer. She has served on various Boards of Directors. She has extensive experience in project management; regulatory and litigation support; financial, administration, and human resource management. She has performed numerous financial, compliance and management audits. Mrs. Mullinax has excellent analytical skills and report writing capabilities. She has designed and implemented accounting and business systems and developed policy and procedure manuals to support those systems.

Key Qualifications and Selected Professional Experience

Financial, Administration, and Human Resource Management

As Chief Financial Officer and Vice President she was responsible for all aspects of financial, administration, and human resources. Her responsibilities included accounting, cash management, budgeting, tax planning and preparation, fixed assets, human resources, and employee benefits. Records under her control have been subject to an IRS compliance audit with no findings.

Project Management

Mrs. Mullinax has successfully managed numerous projects controlling cost, schedule, and scope. These projects included management, financial, and compliance audits, M&A due diligence reviews, economic viability studies, prudence reviews, and litigation/regulatory support for construction contract claims and regulatory proceedings. She works well with diverse team members and has an excellent ability to reconcile various viewpoints and establish and maintain effective working relationships among cross-functional teams.

Financial, Compliance, and Management Auditing

Mrs. Mullinax is a skilled auditor. She has performed numerous financial, compliance, and management audits for governmental entities, businesses, and public utilities. As a CPA and CIA, she is knowledgeable about sound internal control processes and procedures and has made numerous recommendations for modifications to provide reasonable assurance regarding the achievement of objectives related to (1) effectiveness and efficiency of operations; (2) reliability of financial records, and (3) compliance with laws and regulations.

She has also conducted detailed base rates revenue requirements and rider compliance audits. She has analyzed financial information and budget projections, performed risk identification, and evaluated performance against industry benchmarks. Her extensive professional experience allows her to effectively analyze and evaluate methods and procedures and to thoroughly document her findings. She has successfully testified to her audit findings.

- On behalf of the Staff of the Public Utilities Commission of Ohio (PUCO)

  Plant in Service and Capital Spending Prudence Audits

  Columbia Gas of Ohio

  - Case No. 17-2202-GA-ALT, May 2018–October 2018
  - Case No. 19-0438-GA-RDR, April 2019–August 2019

  Project Manager and Lead Auditor. Led the review to determine if the company has accurately determined and account for its plant in service balance. Also reviewed the necessity, reasonableness, and prudence of the Company's capital expenditures and associated assets. Analyses included through data requests, interviews, field inspections, and various other analyses including variance analysis, and detailed transactional testing. Drafted the report including documenting findings, conclusions, and recommendations and coordinated the accumulation of work papers to thoroughly support all work performed.

- Case No. 15-1830-EL-AIR: Plant in Service Balance Audit of Dayton Power and Light Company, April 2017–August 2018.

  Project Manager and Lead Auditor. Led the review to ensure the accuracy and reasonableness of the Company's plant in service balances placed in service from April 1, 1991 through September 30, 2015. Analyses included through data requests, interviews, field inspections, and various other analyses including variance analysis, substation analysis, FERC-7-Factor analysis and detailed transactional testing. Drafted the report including documenting findings, conclusions, and recommendations and coordinated the accumulation of work papers to thoroughly support all work performed.

Distribution Infrastructure Rider Compliance Audits

First Energy
- Case No. 11-5428-EL-RDR, November 2011–April 2012
- Case No. 12-2885-EL-RDR, December 2012–July 2013
- Case No. 13-2100-EL-RDR, December 2013–April 2014
- Case No. 14-1929-EL-RDR, December 2014–May 2015
- Case No. 15-1739-EL-RDR, January 2016–July 2016
- Case No. 16-2041-EL-RDR, January 2017–November 2017
- Case No. 17-2009-EL-RDR, December 2017–May 2018
- Case No. 18-1542-EL-RDR, December 2018–April 2019

AEP-Ohio
- Case No. 13-0419-EL-RDR, March–August 2013
- Case No. 16-0021-EL-RDR, March–August 2016
- Case No. 17-0038-EL-RDR, April–November 2017
- Case No. 18-0230-EL-RDR, April 2018–August 2018

Dayton Power & Light
- Case No. 19-439-EL-RDR, April 2019–October 2019

Project Manager and Lead Auditor. Led the review to ensure the accuracy and reasonableness of the Companies' compliance with its Commission-approved infrastructure cost recovery rider filings. The reviews included a detailed mathematical verification and validation of the support of the riders' revenue requirements model, development of sensitivity analysis that supported the PPS sampling techniques used to isolate specific plant work order for further testing. Summarized the transactional testing results and calculated the impact to the rider's revenue requirements. Detailed variance analyses of historical data with investigations into any significant changes. Drafted the report including documenting findings, conclusions, and recommendations and coordinated the accumulation of work papers to thoroughly support all work performed.

- Case No. 08-0072-GA-AIR Columbia Gas of Ohio, April–August 2008
- Case No. 07-0829-GA-AIR Dominion East Ohio, November 2007–July 2008
- Case No. 07-0589-GA-AIR Duke Energy Ohio, November 2007–February 2008

  Lead Auditor and assistant project manager. Performed a comprehensive rate case audit of companies' gas rate filings to validate the filings, provided conclusions and recommendations concerning the reliability of the information, and supported Staff in its evaluation of the reasonableness of the filing. Drafted the report including documenting findings, conclusions, and recommendations and coordinated the accumulation of work papers to thoroughly document work performed.

❖ Before the Nebraska Public Service Commission (NEPSC) on behalf of the Public Advocate of Nebraska

- Application NG-0095 Effects of Tax Cuts and Jobs Act of 2017 Nebraska Gas Utility Company, LLC and Black Hills Gas Distribution, LLC

  Project Manager. Led the review of the Company's proposed refund to ratepayers related to the tax-rate change.

- Application NG-0078.6 System Safety and Integrity Rider (SSIR) of Black Hills Distribution, LLC-Nebraska, October 2018–December 2018.
- Application NG-0078.5 Extension of the System Safety and Integrity Rider (SSIR) of Black Hills Distribution, LLC-Nebraska, June 2018–December 2018.
- Application NG-0078.4, System Safety and Integrity Rider (SSIR) of Black Hills Distribution, LLC-Nebraska, October 2017–December 2017.
- Application NG-0078.3, System Safety and Integrity Rider (SSIR) of Black Hills Distribution, LLC-Nebraska (formerly SourceGas Distribution LLC), October 2016–December 2016.
- Application NG-0078.2, System Safety and Integrity Rider (SSIR) of SourceGas Distribution, LLC, October 2015– January 2016
- Application NG-0078.1, System Safety and Integrity Rider (SSIR) of SourceGas Distribution, LLC, November 2014– February 2015

  Project Manager and Lead Auditor. Led the review of the Company's applications for a system safety and integrity rider for compliance to the Commission directives. The reviews included a detailed mathematical verification and validation of support for the revenue requirements model and reviews of proposed plant to be placed in service and the verification of planned versus actual plant placed in service for the prior year. Summarized the transactional testing results and calculated the impact to the customer charge. Drafted the report including documentation of findings, conclusions, and recommendations and coordinated the accumulation of work papers to thoroughly support all work.

- Application NG-0072.1, Infrastructure System Replacement Cost Recovery Charge (ISR Rider) of SourceGas Distribution, LLC May 2014–August 2014.
- Application No. NG-0074, Infrastructure System Replacement Cost Recovery Charge (ISR Rider) of Black Hills/Nebraska Gas Utility Company, LLC, d/b/a Black Hills Energy, July–November 2013.
- Application No. NG-0072, Infrastructure System Replacement Cost Recovery Charge (ISR Rider) of SourceGas Distribution, LLC March 2013–May 2013.

  Project Manager and Lead Auditor. Led the review of the Company's applications for an infrastructure system replacement cost recovery charge for compliance to the Nebraska Natural Gas Regulation Act. The reviews included a detailed mathematical verification and validation of support for the revenue requirements model and reviews of plant work order supporting the requested recovery of utility plant in service. Summarized the transactional testing results and calculated the impact to the customer charge. Drafted the report including documentation of findings, conclusions, and recommendations and coordinated the accumulation of work papers to thoroughly support all work.

❖ Before the New Hampshire Public Utilities Commission on behalf of Staff

- Docket No. DE 16-822 Public Service of New Hampshire d/b/a Eversource Energy. Project Manager and Lead Auditor. Led the review of the Company's revised cash working capital study in its 2017 Energy Service rate calculations. February 2017-May 31, 2017.

❖ On behalf of the Massachusetts Department of Public Utilities, Case No. D.P.U. 08-110, regarding the Petition and Complaint of the Massachusetts Attorney General for an Audit of New England Gas Company (NEGC), February–August 2010. Lead Auditor and Assistant Project Manager. Conducted a management audit on how NEGC manages its accounting and financial reporting functions and whether sufficient controls are in place to ensure that the information included in the company's filings can be reasonably relied upon for setting rates – areas reviewed included general accounting, financial reporting, and internal controls; plant accounting; income tax; accounts receivable; accounts payable; cash management; payroll; cost allocations; and capital structure. Developed the report including documenting findings, conclusions, and recommendations and coordinated the accumulation of work papers to thoroughly document work performed.

❖ On behalf of the Staff of the Connecticut Public Utilities Regulatory Authority (PURA)

- Management Audit of Yankee Gas Services Company. June 2014–April 3, 2015. Lead Auditor and Assistant Project Manager. Performed an in-depth investigation and assessment of the company's business processes, procedures, and policies relating to the management operations and system of internal controls of the company's executive management and financial operations. Lead auditor for scope areas of accounting and financial reporting, internal audit practices, and capital/O&M budgeting.
- Diagnostic Management Audit of Connecticut Light and Power Company, July 2008–June 2009, Lead Auditor and Assistant Project Manager. Performed an in-depth investigation and assessment of the company's business processes, procedures, and policies relating to the management operations and system of internal controls of the company's executive management, system operations, financial operations, marketing operations, human resources, customer service, external relations, and support services. In addition, supported an in-depth review of the development and implementation process of the company's new customer information system. Developed the report including documenting findings, conclusions, and recommendations and coordinated the accumulation of work papers to thoroughly document all findings.

❖ Before the Oregon Public Utilities Commission (ORPUC), Docket No. UP 205: Examination of NW Natural's Rate Base and Affiliated Interests Issues, Co-sponsored between NW Natural, ORPUC Staff, Northwest Industrial Gas Users, Citizens Utility Board, August 2005-January 2006, Lead Auditor and Assistant Project Manager. Examined NW Natural's Financial Instruments, Deferred Taxes, Tax Credits, and Security Issuance Costs to ensure Company compliance with orders, rules, and regulations of the ORPUC and with Company policies. Developed the report including documenting findings, conclusions, and recommendations and coordinated the accumulation of work papers to thoroughly document work performed.

Partial List of Reports and Publications

- Compliance Audit of the Distribution Investment Rider (DIR) for the Period Covering October 1, 2015 through January 21, 2019, of The Dayton Power & Light company, September 11, 2019
- Audit of the Capital Expenditure Program for the 2018 Annual Adjustment to the CEP Rider for Columbia Gas of Ohio, Inc. July 10, 2019
- Compliance Audit of the 2018 Delivery Capital Recovery (DCR) Riders of Ohio Edison Company, The Cleveland Electric Illuminating Company, and the Toledo Edison Company, April 30, 2019
- Examination of Black Hills Gas Distribution, LLC Application to Adjust System Safety and Integrity Costs in 2019 on Behalf of the Nebraska Public Advocate, December 7, 2018
- Prudence Audit of Plant in Service and Capital Expenditure Program Spending for Columbia Gas of Ohio, September 3, 2018
- Compliance Audit of the 2017 Distribution Investment Rider (DIR) Ohio Power Company d/b/a AEP Ohio, August 23, 2018
- Compliance Audit of the 2017 Delivery Capital Recovery (DCR) Riders of Ohio Edison Company, The Cleveland Electric Illuminating Company, and the Toledo Edison Company, May 11, 2018
- Examination of Black Hills Gas Distribution, LLC Application to Increase Eligible System Safety and Integrity Costs in 2018 on Behalf of the Nebraska Public Advocate, December 11, 2017
- Audit of Plant in Service for Dayton Power & Light's Application to Increase Rates, September 28, 2107
- Compliance Audit of the 2016 Distribution Investment Rider (DIR) Ohio Power Company d/b/a AEP Ohio, August 9, 2017
- Review of Public Service Company of New Hampshire d/b/a Eversource Energy Cash Working Capital and Lead-lag Methodology, May 31, 2017
- Compliance Audit of the 2016 Delivery Capital Recovery (DCR) Riders of Ohio Edison Company, The Cleveland Electric Illuminating Company, and the Toledo Edison Company, May 1, 2017
- Examination of Black Hills Gas Distribution, LLC Application for Recovery of 2017 Eligible System Safety and Integrity Costs on Behalf of the Nebraska Public Advocate, December 2, 2016
- Compliance Audit of the 2015 Distribution Investment Rider (DIR) Ohio Power Company d/b/a AEP Ohio, August 5, 2016

- Compliance Audit of the 2015 Delivery Capital Recovery (DCR) Riders of Ohio Edison Company, The Cleveland Electric Illuminating Company, and the Toledo Edison Company, April 22, 2016
- Examination of SourceGas Distribution LLC Application for Recovery of 2015 Eligible System Safety and Integrity Costs on Behalf of the Nebraska Public Advocate, January 8, 2015
- Compliance Audit of the 2014 Delivery Capital Recovery (DCR) Riders of Ohio Edison Company, The Cleveland Electric Illuminating Company, and the Toledo Edison Company, March 30, 2015
- Management Audit of Yankee Gas Services Company, April 3, 2015
- Examination of the Infrastructure System Replacement Cost Recovery Charge of SourceGas Distribution LLC, June 30, 2014
- Compliance Audit of the 2013 Delivery Capital Recovery (DCR) Riders of Ohio Edison Company, The Cleveland Electric Illuminating Company, and the Toledo Edison Company, April 9, 2014
- Examination of the Infrastructure System Replacement Cost Recovery Charge of Black Hills/Nebraska Gas Utility, LLC d/b/a Black Hills Energy, October 4, 2013
- Compliance Audit of the 2012 Distribution Investment Rider (DIR) of Columbus Southern Power and Ohio Power Company d/b/a AEP-Ohio, June 19, 2013
- Examination of the Infrastructure System Replacement Cost Recovery Charge of SourceGas Distribution LLC, May 16, 2013
- Compliance Audit of the 2012 Delivery Capital Recovery (DCR) Riders of Ohio Edison Company, The Cleveland Electric Illuminating Company, and the Toledo Edison Company, March 22, 2013
- Compliance Audit of the Delivery Capital Recovery (DCR) Riders of Ohio Edison Company, The Cleveland Electric Illuminating Company, and the Toledo Edison Company, April 12, 2012
- Revenue Requirements Audit of New England Gas Company, May 12, 2011
- Accounting and Financial Reporting Review of New England Gas Company, August 5, 2010
- Management Audit of The Connecticut Light & Power Company, May 29, 2009
- Report of Conclusions and Recommendations on the Financial Audit of the Columbia Gas of Ohio, Inc. in Regards to Case No. 08-0074-GA-AIR, August 13, 2008
- Report of Conclusions and Recommendations on the Financial Audit of the East Ohio Gas Company d/b/a Dominion East Company in Regards to Case No. 07-0829-GA-AIR, April 16, 2008
- Report of Conclusions and Recommendations on the Financial Audit of Duke Energy Ohio, Inc. in Regards to Case No. 07-0589-GA-AIR, December 17, 2007
- Report of Conclusions and Recommendations of NW Natural's Rate Base and Affiliated Interest Issues in Support of Oregon Public Utilities Commission Docket UM1148, December 23, 2005

Regulatory and Civil Litigation

She has provided or supported civil or regulatory testimony in Arizona, Colorado, Connecticut, Delaware, Illinois, Maryland, Michigan, Missouri, New Hampshire, New York, North Carolina, North Dakota, Pennsylvania, South Carolina, Texas, and Utah. She has also served as an advisor to public service commissioners in the District of Columbia and Connecticut. In addition to providing analytical support, she has served as an expert witness and routinely works with other highly specialized expert witnesses. She has developed defendable analyses and testimony in connection with rate cases, audit findings, and other regulatory issues. She has also supported various civil litigations including delay and disruption construction claims and financial fraud. She has supported counsel with interrogatories, depositions, and hearings/trials support.

Regulatory Proceedings

❖ Before the New Hampshire Public Utilities Commission on behalf of Staff

- Docket No. DE 19-064 Liberty Utilities (Granite State Electric) Distribution Service Rate Case, May 2019–present
- Docket No. DE 19-067 Eversource Energy Distribution Service Rate Case, May 2019–present

Project Manager and Expert Witness. Led the review of the Company's proposed rate base, net operating income, and revenue requirements and offered recommendations for adjustments. Developed a revenue requirement model analyzing the Company's positions and incorporating recommended adjustments.

- Docket No. DW 18-047 Abenacki Water Company, Inc.
- Docket No. DW 18-054 Aquarion Water Company of NH, Inc.
- Docket No. DW 18-056 Lakes Region Water Company, Inc.

  Project Manager and Expert Witness. Led the review and reporting of the Company's tax rate change effect compliance filings following passage of the Tax Cut and Jobs Act of 2017 and changes to state taxes. December 2018–present.

- Docket No. DG 17-0048 – Liberty Utilities (EnergyNorth Natural Gas) Corp., d/b/a Liberty Utilities general rate case. June 2017–December 2018.

  Project Manager and Expert Witness. Led the review of the Company's proposed rate base, net operating income, and revenue requirements and offered recommendations for adjustments. Developed a revenue requirement model analyzing the Company's positions and incorporating recommended adjustments. Supported Staff with Settlement discussions. Also evaluated the Company's calculated Rate Effects on the Federal and State Corporate Tax Reductions provided during Settlement. Testified March 21, 2018.

- Docket No. DE 16-384 – Unitil Energy Systems, Inc. general rate case. Testimony was filed on November 16, 2016. July 2016– January 2017.
- Docket No. DE 16-383 – Liberty Utilities (Granite State Electric) Corp general rate case. Testimony was filed on December 16, 2016. July 2016– January 2017.

  Project Manager and Expert Witness. Led the review of the Company's proposed rate base, net operating income, and revenue requirements and offered recommendations for adjustments. Developed a revenue requirement model analyzing the Company's positions and incorporating recommended adjustments. Supported Staff with Settlement discussions.

- Docket No. DG 17-0070 Northern Utilities, Inc. Rate Effects on the Federal and State Corporate Tax Reductions. January 2018– February 2018.

  Project Manager. Led the review of the Company's proposed changes in its revenue requirement to reflect the change in federal and state corporate income tax rates. Supported Staff with Settlement discussions.

❖ Before the Kentucky Public Service Commission on behalf of the Office of Attorney General, Louisville/Jefferson County Metro Government, and Lexington-Fayette Urban County Government

- Case No. 2018-00294, Kentucky Utilities, October 2018–May 2019.
- Case No. 2018-00295 Louisville Gas and Electric Company, October 2018–May 2019.

  Expert Witness testifying to the Company's revenue requirements. Direct Testimony filed January 16, 2019.

❖ Before the Pennsylvania Public Utility Commission on behalf of the Office of Consumer Advocate

- Docket No. R-2018-3000019, The York Water Company, May 2018–November 2018. Expert Witness testifying to the Company's revenue requirements. Direct Testimony filed August 23, 2018. Surrebuttal Testimony filed October 4, 2018.

❖ Before the Massachusetts Department of Public Utilities on behalf of the Massachusetts Attorney General Office

- D.P.U. 16-106, Fitchburg Gas and Electric Light Company d/b/a Unitil. January 2017–May 2017. Expert Witness reviewing the Company's Capital Cost Adjustment filing for compliance to the Department's Order.

❖ Before the Arizona Corporation Commission (AZCC) on behalf of Staff

- Docket No. E-01933A-19-0028, Tucson Electric Power Company, general rate case January 2019–present. Project Manager and Expert Witness. Led the review of the Company's proposed rate base, net operating income, and revenue requirements and offered recommendations for adjustments. Developed a revenue requirement model analyzing the Company's positions and incorporating recommended adjustments. Testimony was filed on October 21, 2019

- Docket No. E-01933A-15-0322, Phase I, Tucson Electric Power Company, general rate case January 2016–August 2016. Project Manager and Expert Witness. Led the review of the Company's proposed rate base, net operating income, and revenue requirements and offered recommendations for adjustments. Developed a revenue requirement model analyzing the Company's positions and incorporating recommended adjustments. Testimony was filed on June 3, 2016. Supported Staff during Settlement of revenue requirements. Agreement filed with Commission August 15, 2016.

- Docket No. E-04204A-15-0142, UNS Electric, Inc. general rate case August 2015–January 2017. Project Manager and Expert Witness. Led the review of the Company's proposed rate base, net operating income, and revenue requirements and offered recommendations for adjustments. Developed a revenue requirement model analyzing the Company's positions and incorporating recommended adjustments. Direct Testimony was filed on November 6, 2016. Surrebuttal Testimony was filed February 23, 2016.

❖ Before the Connecticut Public Utilities Regulatory Authority

- Docket No. 18-05-10 Yankee Gas Services Company d/b/a Eversource Energy general rate case July 2018–February 2019

- Docket No. 18-05-16 Connecticut Natural Gas Corporation (CNG) general rate case July 2018–February 2019

  Project Manager supporting a team of experts assisting Staff in its regulatory oversight of Yankee Gas and CNG with a focus on revenue forecasting, rate mechanisms, and rate design; depreciation; rate base analysis; cash working capital; and environmental remediation. Team developed interrogatories, summarized parties positions, and developed questions for cross examination.

❖ Before the Nebraska Public Service Commission (NEPSC) on behalf of the Public Advocate of Nebraska

- Application NG-0095/PI-213, Investigation into the Effect of the Tax Cut and Jobs Act of 2017. March 2018–June 2018. Project Manager and Expert Witness. Review the tax effect filings and calculations of Black Hills/Nebraska Gas Utility Company, LLC, Black Hills Distribution, LLC, Northwestern Corporation. Provided report with recommendations. Supported settlement discussions that were adopted by the Nebraska Commission.

- Application NG-0093, Black Hills Energy/Nebraska Gas Utility LLC d/b/a Black Hills Energy, September 2017–March 2018. Project Manager and Expert Witness. Led the evaluation of the Company's request for approval of accounting and regulatory treatment related to a regulatory asset comprised of increased location costs with the ALLO Fiber Optics Project. Testimony filed on December 18, 2017.

- Application NG-0090, Black Hills/Nebraska Gas Utility, LLC d/b/a Black Hills Energy, December 2016–August 2017. Project Manager and Expert Witness. Led the evaluation of the Company's Farm Tap Safety Proposal. Testimony filed on March 17, 2017. Supported the Public Advocate during Settlement discussions.

- Application NG-0088, SourceGas Distribution LLC, December 2015–March 2016. Project Manager and Expert Witness. Led the evaluation of the company's request for regulatory asset treatment related to net buyout costs of gas-supply-related contracts. Testimony filed on February 24, 2016. Supported the Public Advocate during Settlement discussions

- Application NG-0084, Black Hills Holdings, Inc. acquisition of SourceGas Holdings, LLC, October 2015–December 2015. Project Manager and Expert Witness. Led the analysis of the impact of the proposed acquisition on whether it would be consistent with the public interest and not adversely affect the utility's ability to service its ratepayers. Testimony was filed on November 6, 2015.

- Application NG-0078, SourceGas Distribution, LLC May 2014–November 2014. Project Manager, Lead Auditor, and Expert Witness. Led the review of the Companies' applications to replace its infrastructure system replacement (ISR) cost recovery charge with a prospective System Safety and Integrity Rider (SSIR). The SSIR was subject to a detailed mathematical verification and validation of support for the revenue requirements model and reviews of proposed projects supporting the requested recovery of utility plant in service. Testimony on the analysis was filed in August 2014.

❖ On behalf of the Commissioners and Staff of the District of Columbia Public Service Commission (DCPSC)

- Formal Case No. 1151 Washington Gas Light Company's Application for Approval of Reduction of Distribution Rates to Reflect the Tax Cuts and Jobs Act of 2017 March 2018–July 2018
- Formal Case No. 1150/FC1151 Pepco base electric rate case, March 2018–November 2018. (includes rate impact associated with Tax-Change Effect)
- Formal Case No. 1139 Pepco base electric rates case, October 2016–November 2017.
- Formal Case No. 1137 Washington Gas Light Company (WGL) base gas rates case, May 2016–March 2017.
- Formal Case No. 1103 Potomac Electric Power Company (Pepco) base electric rate case, June 2013–August 2014. Project Manager.
- Formal Case No. 1093 Washington Gas Light Company (WGL) base gas rates case, July 2011–July 2013. Project Manager.
- Formal Case No. 1087 Pepco base electric rates case, September 2011–December 2012
- Formal Case No. 1076 Pepco base electric rates case, July 2009–December 2009
- Formal Case No. 1053 Pepco base electric rates case, February 2007–June 2008

  Lead Consultant advising Commissioners and Staff of the Office of Technical and Regulatory Analysis regarding Companies' proposed rate base, net operating income and revenue requirements. Assessed the companies' and Intervenors' positions on various issues and provided defendable recommendations for the Commissioners' consideration. Developed "what if" revenue requirement model used during Commission deliberations to analyze the impact of various adjustments. Supported the drafting of the Commission's Order and supplied the revenue requirement schedules to support the final decision. Supported the Commissioners' legal team in addressing motions for reconsideration.

- Formal Case No. 1032 Pepco base electric rates case, January–March 2005. Senior Technical Consultant and Assistant Project Manager. Reviewed and evaluated Company's compliance filings for class cost of service and revenue requirements for distribution service pursuit to a settlement approved in May 2002. Provided analysis and recommended adjustments to Staff. Proceeding was settled in anticipation of a full rate case for rates to be effective August 8, 2007.
- Formal Case No. 1016 WGL natural gas base rates case, June–December 2003. Senior Technical Consultant and Project Manager. Analyzed and recommended adjustments regarding the company's proposed increase to base rates – advised the Commission on party positions during deliberations Review and evaluation of company's depreciation study filed with the Commission.

❖ Before the Missouri Public Service Commission, Case No. HR-2011-0241, on behalf of the City of Kansas City: Veolia Energy Company 2011 and 2012 electric base rates case, July–September 2011. Senior Technical Consultant. Analyzed Company's proposed net operating income, rate base, and revenue

requirements. Supported testifying witness with drafted testimony and development of a model to calculate an alternative revenue requirement incorporating recommended adjustments.

- Before the North Dakota Public Service Commission, Case No. PU-10-657/PU-11-55: Northern States Power Company (NSP) 2011 and 2012 electric base rates case, April–November 2011. On behalf of the Commission Staff, Lead Consultant and Assistant Project Manager. Led the analysis of NSP's rate increase filings and supported adjustments for the Commission's consideration. Developed a model to calculate the appropriate revenue requirements and exhibits to support Staff recommended adjustments.
- Before the Connecticut Public Utilities Regulatory Authority (PURA), Docket 10-02-13: Aquarion Water Company base rates case, on behalf of the PURA, April–August 2010. Senior Technical Consultant and Assistant Project Manager. Reviewed the expense component of the company's revenue requirement and recommended adjustments for Staff consideration.
- Before the of the Delaware Public Service Commission on behalf of Staff
  - Docket No. 09-414: Delmarva Power & Light Company (DPL) electric base rates case, September 2009–May 2010. Expert Witness and Assistant Project Manager. Analyzed the company's rate increase filings and provided testimony offering adjustments for the Commission consideration related to the rate base and revenue requirements.
  - Docket No. 06-284: DPL's gas base rates case, October 2006–March 2007. Senior Technical Consultant and Assistant Project Manager. Analyzed the Company's filings, checked the mathematical accuracy of the Company's revenue requirements calculations, and provided analytical support to testifying witness.
- Before the Michigan Public Service Commission (MIPSC) on behalf of the Michigan Attorney General
  - Case No. U-15506: Consumers Energy Company base gas rates case, May–November 2008. Expert Witness and Assistant Project Manager. Analyzed the company's rate increase filings and provided testimony offering adjustments for the Commission consideration related to the rate base and revenue requirements – proceeding was settled through negotiations.
  - Case No U-15244 Detroit Edison electric base rates case, September 2007–October 2008.
  - Case No. U-15245 Consumers Energy Company base gas rates case, July 2007–April 2008.

    Senior Technical Consultant and Assistant Project Manager. Analyzed the Company's filings, checked the mathematical accuracy of the Company's revenue requirements calculations, and provided analytical support to testifying witness.
  - Case No. U-14547 Consumers Energy Company base gas rates case, December 2005–April 2006. Expert Witness and Assistant Project Manager. Analyzed Company's rate increase filings and provided testimony offering adjustments for Commission consideration related to the rate base and revenue requirements.
- Before the Maryland Public Service Commission (MDPSC)
  - Case No. 9092 Pepco electric base rates case, on behalf of the Staff of the MDPSC, December 2006–June 2007. Expert Witness and Assistant Project manager. Analyzed Company's rate increases filings and provided direct and rebuttal testimony offering adjustments for the Commission consideration related to the rate base and revenue requirements.
  - Case No. 9062 Chesapeake Utilities Corporation gas base rates case, on Behalf of the Maryland Office of People's Counsel, May 2006–August 2006. Expert Witness and Assistant Project Manager. Analyzed Company's rate increase filings and provided testimony offering adjustments for the Commission consideration related to the rate base and revenue requirements – participated in settlement negotiations that were ultimately accepted by all parties.
- Before the Illinois Commerce Commission, Case No. 05-0597, on behalf of the Illinois Citizens Utility Board, Cook County State Attorney's Office and City of Chicago, November 2005–May 2006. Senior

Technical Consultant and Assistant Project Manager. Analyzed the Company's filings, checked the mathematical accuracy of the Company's revenue requirements calculations, and provided analytical support to testifying witness.

- Before the Hawaii Public Utilities Commission (HPUC), Docket No. 05-0075: Instituting a Proceeding to Investigate Kauai Island Utility Cooperative's Proposed Revised Integrated Resource Planning and Demand Side Management Framework, On behalf of the Staff of the HPUC, June–November 2005. Senior Technical Consultant and Assistant Project Manager. Conducted and reported on the results of an industry survey of other cooperatives and Commissions to obtain an overview of how other entities approach the specific issues identified within this docket.
- Before the Public Utilities Commission of the State of Colorado (COPUC), Docket No. 04A-050E: Review of the Electric Commodity Trading Operations of Public Service Company of Colorado (PSCo), On behalf of the COPUC Staff, March–September 2004. Expert Witness and Assistant Project Manager. Performed a transaction audit of PSCo's electric commodity trading operations and submitted testimony describing the process used to conduct the investigation, a summary of the audit findings, and discussion of the significance of the findings.
- Before the New York Public Service Commission, Case No. 00-E-0612: Proceeding on Motion of the Commission to Investigate the Forced Outage at Consolidated Edison Company of New York, Inc.'s Indian Point No. 2 Nuclear Generation Facility, On behalf of Consolidated Edison Company of New York, Inc., October 2000–September 2003. Project Manager. Supervised cross functional teams to assist scheduling and nuclear engineering experts with responses to interrogatories and the development of three comprehensive rebuttal testimonies on the prudence of extended outages at the Indian Point 2 nuclear power plant. The proceeding settled prior to filing of testimony.

Civil Litigation

- ADF Construction vs. Kismet, On Behalf of ADF Construction, December 2003–February 2004. Assistant Project Manager for a delay and disruption construction claim related to a large hotel complex in North Carolina – worked with scheduling experts to determine schedule delay and disruption and calculated related damages.
- On behalf of New Carolina Construction, July 2002–January 2003
  - New Carolina Construction vs. Atlantic Coast
  - New Carolina Construction vs. Acousti

  Project Manager for a delay and disruption claim related to construction of a large high school complex in South Carolina – worked with scheduling experts to determine schedule delay and disruption and calculated related damages. Claim was settled out of court.
- State of Nevada Bureau of Consumer Protection, September-December 2003. Assistant Project Manager for damage assessment project related to potential litigation regarding the Western Market Manipulation.
- Oakwood Homes, On behalf of Oakwood Homes, February 1999–May 2000. Assistant Project Manager for a delay and disruption claim related to the construction of a large manufacturing facility in Texas – worked with scheduling experts to determine schedule delay and disruption and calculated related damages. Dispute was settlement through mediation.
- McMillan Carter, On behalf of McMillan Carter, June–September 2002. Project Manager for a delay and disruption claim related to construction of a large high school complex in North Carolina – worked with scheduling experts to determine schedule delay and disruption and calculated related damages. Claim was settled out of court.
- Fluor Daniel Inc. vs. Solutia, Inc., On behalf of Fluor Daniel, May 2000–August 2001. Assistant Project Manager for a delay and disruption construction claim related to large chemical processing facility in Texas – worked with scheduling experts to determine schedule delay and disruption and calculated related damages. Dispute proceeded through mediation.

- First National Bank of South Carolina vs. Pappas, On Behalf of First National Bank of South Carolina, 1991–1992. Civil litigation, deposed during pre-trial discovery on analytical findings related to check kiting and fraudulent loan applications. Supported counsel and expert witnesses during civil proceeding.
- First Union vs. Pappas, On Behalf of First Union, 1991–1992. Civil litigation, deposed during pre-trial discovery on analytical findings related to check kiting and fraudulent loan applications. Dispute was settled out of court.

Testimony proffered

Before the Arizona Corporation Commission
- Tucson Electric Power Company – Docket No. E-01933A-19-0028
- Tucson Electric Power Company – Docket No. E-01933A-15-0239
- UNS Electric, Inc. – Docket No. E-04204A-15-0142

Before the Colorado Public Utilities Commission
- Public Service Company of Colorado - Docket No. 04A-050E

Before the Delaware Public Service Commission
- Delmarva Power & Light Company - Docket No. 09-414

Before the Kentucky Public Service Commission
- Kentucky Utilities Company-Case No. 2018-00294
- Louisville Gas and Electric Company - Case No. 2018-00295

Before the Maryland Public Service Commission
- Potomac Electric Power Company - Case No. 9092
- Chesapeake Utilities Corporation - Case No. 9062

Before the Michigan Public Service Commission
- Consumers Energy Company - Case No. U-15506
- Consumers Energy Company - Case No. U-14547

Before the Pennsylvania Public Service Commission
- The York Water Company - Docket No. R-018-3000019

Before the Public Service Commission of Nebraska
- SourceGas Distribution LLC – Docket No. NG-0078
- Black Hills Utility Holdings, Inc. and Source Gas Holdings Inc. – Docket No. NG-0084
- SourceGas Distribution LLC – Docket No. NG-0088
- Black Hills Energy – Docket No. NG-0090

Before the New Hampshire Public Utilities Commission
- Unitil Energy Systems, Inc. – Docket No. DE 16-384
- Liberty Utilities (Granite State Electric) Corp. – Docket No. DE 16-383
- Liberty Utilities (EnergyNorth Natural Gas) Corp., d/b/a Liberty Utilities – Docket No. DG 17-0048

System Implementation

Mrs. Mullinax has worked with various business and local governmental entities to design and implement accounting and business systems that addressed real world problems and concerns. She has developed accounting policy and procedure manuals for county governments, a library, and a water utility.

Professional Experience

Blue Ridge Consulting Services, Inc.: 2004 - Present
President
Vice President and Chief Financial Officer
Senior Technical Consultant / Expert Witness

Hawks, Giffels &Pullin, Inc.: 1993 - 2004
Vice President and Chief Financial Officer
Executive Consultant
Controller

Cherry, Bekaert & Holland, CPAs: 1991 - 1993
Accounting Supervisor
Senior Accountant
Staff Accountant

Smith, Kline and French Pharmaceutical Company: 1988 - 1991
Professional Sales Representative

Milliken & Company: 1979 - 1988
Quality Assurance Manager
Technical Cause Analyst
Department Manager

Professional Certification

Certified Public Accountant (CPA), State of South Carolina - 1993
Certified Financial Planner (CFP) - 1994
Certified Internal Auditor (CIA) - 2006
Chartered Global Management Account (CGMA) - 2012

Professional Affiliations

Member of the American Institute of Certified Public Accountants (AICPA)
Member of the South Carolina Association of Certified Public Accountants (SCACPA)
Member of the Institute of Internal Auditors (IIA)
Member of the Western Carolinas Chapter of the Institute of Internal Auditors (WCIIA)

Education

Clemson University, B.S. Administrative Management with honors, 1978
Clemson University, M.S. in Management, 1979
College for Financial Planning, 1994
NARUC Utility Rate School, 32nd Annual Eastern

NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION Docket No. DE 19-064

Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty Utilities
List of Schedules

Line #	Schedule #	Description	
1	Schedule 1	Summary Comparison of Computation of Revenue Requirement and Revenue Deficiency	
2	Schedule 1.1	Revenue Requirements and Revenue Deficiency with Staff's Recommended Adjustments	
3	Schedule 1.2	Computation of Gross Up for Income Taxes	
4	Schedule 2	Rate of Return Calculation	
5	Schedule 2.1	Impact of Staff's Recommended Rate of Return on Company's Revenue Deficiency	
6	Schedule 3	Ratemaking Adjustments	
7	Schedule 3.1	Adjustment 1	Modify Plant in Service
8	Schedule 3.2	Adjustment 2	Cash Working Capital
9	Schedule 3.3	Adjustment 3	Audit Issues-Placeholder
10	Schedule 3.4	Adjustment 4	Proforma Payroll-CONFIDENTIAL
11	Schedule 3.5	Adjustment 5	True-Up Payroll Taxes
12	Schedule 3.6	Adjustment 6	Short Term Incentive Plan - Earnings Objective
13	Schedule 3.7	Adjustment 7	Remove LTIP (PSU) Related to Shareholder Goals
14	Schedule 3.8	Adjustment 8	Remove Severance
15	Schedule 3.9	Adjustment 9	Non-Electric Distribution Related Charges
16	Schedule 3.10	Adjustment 10	Allocated Cost to Liberty
17	Schedule 3.11	Adjustment 11	Normalize Outside Legal Expense
18	Schedule 3.12	Adjustment 12	Depreciation Reserve Deficiency Amortization Period
19	Schedule 3.13	Adjustment 13	Disallowed Transition-Related Asset Depreciation (NG 11-040 - Acquisition)
20	Schedule 3.14	Adjustment 14	Remove Additional Vegetation Management
21	Schedule 3.15	Adjustment 15	Interest Synchronization

NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION

Docket No. DE 19-064
Schedule 1

Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty Utilities
Twelve Months Ending December 31, 2018
Summary Comparison of Computation of Revenue Requirement and Revenue Deficiency

Line	Description	Company Application	Liberty Update 11/22/19	Staff Recommended	Difference
		(A)	(A)	(B)	(C)
1	Rate Base	$ 106,180,186	$ 103,024,219	$ 96,817,905	$ (6,206,314)
2	Rate of Return	8.19%	8.19%	7.11%	-1.08%
3	Return Requirement	8,696,157	8,437,684	6,883,753	(1,553,930)
4	Adjusted Net Operating Income	4,552,039	3,571,373	6,862,213	3,290,841
5	Deficiency	4,144,118	4,866,311	21,540	(4,844,771)
6	Income Tax Effect	1,538,984	1,807,182	7,999	(1,799,183)
7	Revenue Deficiency (Sufficiency)	$ 5,683,102	$ 6,673,493	$ 29,539	$ (6,643,954)
8	Percent of Original Request			0.44%	

NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION

Docket No. DE 19-064
Schedule 1.1
Page 1 of 1

Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty Utilities
Twelve Months Ending December 31, 2018
Revenue Requirements and Revenue Deficiency with Staff's Recommended Adjustments

Line	Description	Liberty Application	Liberty Update 11/22/19	Adjustments	Recommended Total
		(A)	(B)	(C)	(D)
1	**Rate Base**				
2	Plant in Service	$ 226,331,036	$ 232,503,131	$ (5,767,480)	$ 226,735,651
3	Less: Accumulated Depreciation & Amortization	(88,215,138)	(93,623,954)	405,784	(93,218,170)
4	Net Plant in Service	$ 138,115,898	$ 138,879,177	$ (5,361,696)	$ 133,517,481
5	Plus: Material and Supplies	2,286,935	2,286,935	$ -	$ 2,286,935
6	Plus: Prepayments	-	-	-	-
7	Plus: Cash Working Capital	2,507,796	2,423,196	(844,617)	1,578,579
8	Less: Accumulated Deferred Income Tax	(35,526,790)	(33,721,366)	-	(33,721,366)
9	Less: Excess Accumulated Deferred Federal Income Tax		(5,640,070)		(5,640,070)
10	Less: Customer Deposits	(1,203,653)	(1,203,653)	-	(1,203,653)
11	Total Rate Base	$ 106,180,186	$ 103,024,219	$ (6,206,314)	$ 96,817,905
12	**Rate of Return**	8.19%	8.19%		7.11%
13	**Return Requirement**	$ 8,696,157	$ 8,437,684	$ (1,553,930)	$ 6,883,753
14	**Operating Revenues**				
15	Distribution	$ 39,662,828	$ 39,646,512	$ -	$ 39,646,512
16	Commodity	-	-	-	-
17	Other Operating Revenues	766,115	473,819	-	473,819
18	Total Operating Revenues	$ 40,428,942	$ 40,120,331	$ -	$ 40,120,331
19	**Operating Expenses**				
20	Purchased Power	$ -	$ -	$ -	$ -
21	Transmission Expense	-	-	-	-
22	Distribution O&M	9,892,337	9,818,413	(1,879,536)	7,938,877
23	Customer Accounting	2,175,511	2,175,511	-	2,175,511
24	Customer Service & Info.	185,840	182,850	-	182,850
25	Administration & General Expense	7,615,902	7,940,695	(940,934)	6,999,761
26	Depreciation Expense	9,913,429	11,027,090	(1,578,601)	9,448,489
27	General Taxes	5,731,471	5,374,737	(66,061)	5,308,676
28	Income Taxes	362,412	29,662	1,174,291	1,203,953
29	Interest on Customer Deposits			-	-
30	Total Operating Expenses	$ 35,876,903	$ 36,548,958	$ (3,290,841)	$ 33,258,118
31	**Net Operating Income**	$ 4,552,039	$ 3,571,373	$ 3,290,841	$ 6,862,213
32	**Income Deficiency**	$ 4,144,118	$ 4,866,311	$ (4,844,771)	$ 21,540
33	Revenue Conversion Factor	1.37137	1.37137		1.37137
34	**Revenue Deficiency (Sufficiency)**	$ 5,683,102	$ 6,673,493	$ (6,643,954)	$ 29,539
35	Percent of Original Request				0.44%

Notes and Sources

Column A, lines 1-11: Attachment PEG/DBS-1, Schedule RR-5
Columns A, lines 14-30: Attachment PEG-DBS-1 Schedule RR-2
Column B, lines 1-11: Attachment PEG/DBS-1, Schedule RR-5 (CU)
Columns A, lines 14-30: Attachment PEG-DBS-1 Schedule RR-2 (CU)
Line 11: Schedule 2
Line 32: Schedule 3
Column C: Schedule 3

Distribution Revenue	$ 40,428,942	$ 40,120,331
Revenue Deficiency	$ 5,683,102	$ 6,673,493
% Increase over Test Year Distribution Revenue	14.1%	16.6%

NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION

Docket No. DE 19-064
Schedule 1.2
Page 1 of 1

Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty Utilities
Twelve Months Ending December 31, 2018
Computation of Gross Up for Income Taxes

Line	Description	Company	Adjustment	Adjusted Amount
		(A)	(B)	(C)
1	NH Tax Rate	7.700%		7.700%
2	Federal Statutory Tax rate	21.00%		21.00%
3	Federal Effective Tax rate (1-State rate*Federal rate)	19.38%		19.38%
4	Total Composite Tax rate	27.080%		27.080%
5	Revenue Requirement Gross-Up Factor	72.920%		72.920%
6	Revenue Conversion Factor	1.3714		1.3714

Notes and Sources

Column A - Attachment PEG/DBS-1, Schedule RR-1 (CU)

NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION

Docket No. DE 19-064
Schedule 2
Page 1 of 1

Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty Utilities
Twelve Months Ending December 31, 2018
Rate of Return Calculation

Line	Description	Balance	Capital Structure	Cost %	Weighted Cost %
		(A)	(B)	(C)	(D)
	Company Proposed Rate of Return				
1	Common Stock	$ 82,024,903	55.00%	10.00%	5.50%
2	Long-Term Debt	15,000,000	45.00%	5.97%	2.69%
3	Long-Term Debt-Affiliate	-	0.00%	0.00%	0.00%
4	Total	$ 97,024,903	100.00%		8.19%
	Staff Recommended Rate of Return				
5	Common Stock		50.00%	8.25%	4.13%
6	Long-Term Debt		50.00%	5.97%	2.99%
7	Long-Term Debt-Affiliate		0.00%	0.00%	0.00%
8	Total		100.00%		7.11%

Notes and Sources

Lines 1-4: Attachment PEG/DBS-1, Schedule RR-6 (CU)
Lines 5–6: See Testimony of J. Randall Woolridge

NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION

Docket No. DE 19-064
Schedule 2.1
Page 1 of 1

Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty Utilities
Twelve Months Ending December 31, 2018
Impact of Staff's Recommended **Rate of Return** on Company's Revenue Deficiency

Line	Description	Company 11/18/16 Update (A)	Adjustment (B)	Approved (C)
1	**Total Rate Base**	$ 103,024,219		$ 103,024,219
2	**Rate of Return**	8.19%	-1.08%	7.11%
3	**Return Requirement**	$ 8,437,684	$ (1,112,662)	$ 7,325,022
4	**Net Operating Income**	$ 3,571,373		$ 3,571,373
5	**Income Deficiency**	$ 4,866,311		$ 3,753,649
6	Revenue Conversion Factor	1.37137		1.37137
7	Revenue Deficiency	$ 6,673,493	$ (1,525,866)	$ 5,147,627

Notes and Sources

Column A: Summary Totals from Schedule 1
Line 2: Schedule 2

NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION

Docket No. DE 19-064
Schedule 3
Page 1 of 2

Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty Utilities
Twelve Months Ending December 31, 2018
Ratemaking Adjustments

Line	Description	Company Update 11/22/19	Staff Adjustment 1	Staff Adjustment 2	Staff Adjustment 3	Staff Adjustment 4	Staff Adjustment 5	Staff Adjustment 6	Staff Adjustment 7	Staff Adjustment 8	Adjustment Subtotal
		(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)
	Reference Schedule		Schedule 3.1	Schedule 3.2	Schedule 3.3	Schedule 3.4	Schedule 3.5	Schedule 3.6	Schedule 3.7	Schedule 3.8	
1	**Rate Base**										
2	Plant in Service	$ 232,503,131	$ (5,767,480)								$ (5,767,480)
3	Less: Accumulated Depreciation & Amortization	(93,623,954)	405,784								405,784
4	Net Plant in Service	138,879,177	(5,361,696)	-	-	-	-	-	-	-	(5,361,696)
5	Plus: Material and Supplies	2,286,935									-
6	Plus: Prepayments	-									-
7	Plus: Cash Working Capital	2,423,196		(844,617)							(844,617)
8	Less: Accumulated Deferred Income Tax	(33,721,366)									-
9	Less: Excess ADIT	(5,640,070)									-
10	Less: Customer Deposits	(1,203,653)									-
11	Total Rate Base	$ 103,024,219	$ (5,361,696)	$ (844,617)	$ -	$ -	$ -	$ -	$ -	$ -	$ (6,206,314)
12	**Rate of Return**	8.19%	7.11%	7.11%	7.11%	7.11%	7.11%	7.11%	7.11%	7.11%	7.11%
13	**Return Requirement**	$ 8,437,684	$ (381,217)	$ (60,052)	$ -	$ -	$ -	$ -	$ -	$ -	$ (441,269)
14	**Operating Revenues**										
15	Distribution	$ 39,646,512									$ -
16	Commodity	-									-
17	Other Operating Revenues	473,819									-
18	Total Operating Revenues	$ 40,120,331	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
19	**Operating Expenses**										
20	Purchased Power	$ -									$ -
21	Transmission Expense	-									-
22	Distribution O&M	9,818,413			$ -	$ (654,455)		$ (319,898)	$ (212,557)	$ (26,324)	(1,213,235)
23	Customer Accounting	2,175,511									-
24	Customer Service & Info.	182,850									-
25	Administration & General Expense	7,940,695			-						-
26	Depreciation Expense	11,027,090	(227,532)								(227,532)
27	General Taxes	5,374,737					(66,061)				(66,061)
28	Income Taxes	29,662	61,623		-	177,246	17,892	86,638	57,567	7,129	408,095
29	Interest on Customer Deposits	-									-
30	Total Operating Expenses	$ 36,548,958	$ (165,909)	$ -	$ -	$ (477,209)	$ (48,169)	$ (233,260)	$ (154,990)	$ (19,195)	$ (1,098,733)
31	**Net Operating Income**	$ 3,571,373	$ 165,909	$ -	$ -	$ 477,209	$ 48,169	$ 233,260	$ 154,990	$ 19,195	$ 1,098,733
32	**Income Deficiency**	$ 4,866,311	$ (547,126)	$ (60,052)	$ -	$ (477,209)	$ (48,169)	$ (233,260)	$ (154,990)	$ (19,195)	$ (1,540,002)
33	Revenue Conversion Factor	1.37137	1.37137	1.37137	1.37137	1.37137	1.37137	1.37137	1.37137	1.37137	1.37137
34	**Revenue Deficiency (Sufficiency)**	$ 6,673,493	$ (750,310)	$ (82,354)	$ -	$ (654,428)	$ (66,058)	$ (319,885)	$ (212,548)	$ (26,324)	$ (2,111,906)
	Check	*$ 6,673,493*									
35	Percent of Total		11.2%	1.2%	0.0%	9.8%	1.0%	4.8%	3.2%	0.4%	

Adjustment 1	Modify Plant in Service
Adjustment 2	Cash Working Capital
Adjustment 3	Audit Issues-Placeholder
Adjustment 4	Proforma Payroll-CONFIDENTIAL
Adjustment 5	True-Up Payroll Taxes
Adjustment 6	Short Term Incentive Plan - Earnings Objective
Adjustment 7	Remove LTIP (PSU) Related to Shareholder Goals
Adjustment 8	Remove Severance

NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION

Docket No. DE 19-064
Schedule 3
Page 2 of 2

Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty Utilities
Twelve Months Ending December 31, 2018
Ratemaking Adjustments

(in thousands)

Line	Description	Carry Forward	Staff Adjustment 9	Staff Adjustment 10	Staff Adjustment 11	Staff Adjustment 12	Staff Adjustment 13	Staff Adjustment 13	Staff Adjustment 15	Adjustment Subtotal	Recommended Totals
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)
	Reference Schedule		Schedule 3.9	Schedule 3.10	Schedule 3.11	Schedule 3.12	Schedule 3.13	Schedule 3.14	Schedule 3.15		
1	**Rate Base**										
2	Plant in Service	$ (5,767,480)								$ (5,767,480)	$ 226,735,651
3	Less: Accumulated Depreciation & Amortization	405,784								405,784	(93,218,170)
4	Net Plant in Service	(5,361,696)	-	-	-	-	-	-	-	(5,361,696)	133,517,481
											-
5	Plus: Material and Supplies	-								-	2,286,935
6	Plus: Prepayments	-								-	-
7	Plus: Cash Working Capital	(844,617)								(844,617)	1,578,579
8	Less: Accumulated Deferred Income Tax	-								-	(33,721,366)
9	Less: Excess ADIT	-								-	(5,640,070)
10	Less: Customer Deposits	-								-	(1,203,653)
11	Total Rate Base	$ (6,206,314)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (6,206,314)	$ 96,817,905
12	**Rate of Return**	7.11%	7.11%	7.11%	7.11%	7.11%	7.11%	7.11%	7.11%	7.11%	7.11%
13	**Return Requirement**	$ (441,269)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (1,553,930)	$ 6,883,753
14	**Operating Revenues**										
15	Distribution	$ -								$ -	$ 39,646,512
16	Commodity	-								-	-
17	Other Operating Revenues	-								-	473,819
18	Total Operating Revenues	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 40,120,331
19	**Operating Expenses**										
20	Purchased Power	$ -								$ -	$ -
21	Transmission Expense	-								-	-
22	Distribution O&M	(1,213,235)						(666,301)		(1,879,536)	7,938,877
23	Customer Accounting	-								-	2,175,511
24	Customer Service & Info.	-								-	182,850
25	Administration & General Expense	-	(162,514)	(766,626)	(11,793)					(940,934)	6,999,761
26	Depreciation Expense	(227,532)				(116,650)	(1,234,419)			(1,578,601)	9,448,489
27	General Taxes	(66,061)								(66,061)	5,308,676
28	Income Taxes	408,095	44,014	207,625	3,194	29,707	334,317	180,454	(33,115)	1,174,291	1,203,953
29	Interest on Customer Deposits	-								-	-
30	Total Operating Expenses	$ (1,098,733)	$ (118,500)	$ (559,001)	$ (8,599)	$ (86,943)	$ (900,102)	$ (485,847)	$ (33,115)	$ (3,290,841)	$ 33,258,118
										-	-
31	**Net Operating Income**	$ 1,098,733	$ 118,500	$ 559,001	$ 8,599	$ 86,943	$ 900,102	$ 485,847	$ 33,115	$ 3,290,841	$ 6,862,213
32	**Income Deficiency**	$ (1,540,002)	$ (118,500)	$ (559,001)	$ (8,599)	$ (86,943)	$ (900,102)	$ (485,847)	$ (33,115)	$ (4,844,771)	$ 21,540
33	Revenue Conversion Factor	1.37137	1.37137	1.37137	1.37137	1.37137	1.37137	1.37137	1.37137	1.37137	1.37137
34	**Revenue Deficiency (Sufficiency)**	$ (2,111,906)	$ (162,507)	$ (766,595)	$ (11,793)	$ (119,231)	$ (1,234,369)	$ (666,274)	$ (45,413)	$ (6,643,954)	$ 29,539
35	Percent of Total		2.4%	11.5%	0.2%	1.8%	18.5%	10.0%	0.7%		29,539
											$ -

Adjustment 9	Non-Electric Distribution Related Charges
Adjustment 10	Allocated Cost to Liberty
Adjustment 11	Normalize Outside Legal Expense
Adjustment 12	Depreciation Reserve Deficiency Amortization Period
Adjustment 13	Disallowed Transition-Related Asset Depreciation (NG 11-040 - Acquisition)
Adjustment 14	Interest Synchronization

NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION

Docket No. DE 19-064
Schedule 3.1
Page 1 of 1

Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty Utilities
Adjustment 2
Modify Plant in Service

Line	Description	Company Proposed (A)	Adjustment (B)	Adjusted Amount (C)
1	**RATE BASE**			
2	Plant in Service	$ 5,767,480	$ (5,767,480)	$ -
3	Accumulated Depreciation & Amortization	(405,784)	405,784	-
4	Total Impact to Rate Base	$ 5,361,696	$ (5,361,696)	$ -
5	**EXPENSES**			
6	Plant in Service	5,767,480	(5,767,480)	-
7	Composite Depreciation Rate	3.95%		3.95%
8	Depreciation Expense	$ 227,532	$ (227,532)	$ -
9	NH Income Tax	7.70%		7.70%
10	Effect on NH income tax expense	$ (17,520)	$ 17,520	$ -
11	Federal Taxable	$ 210,012		$ -
12	Federal Income Tax Rate	21%		21%
13	Effect on Federal income tax expense	$ (44,103)	$ 44,103	$ -
15	Total Taxes	$ (61,623)	$ 61,623	$ -
16	**Impact to Operating Income**	$ (165,909)	$ 165,909	$ -

Notes and Sources

Line 1: See Direct Testimonies of Jay Dudley and Kurt Demmer

	Plant	Annual Depreciation	# of Years	Line 2: Accum Depr
2017 Plant		3.95%		
8830-CD0291 Sky View URD	$ (49,394)			
8830-C18620 Charlestown 32 Dline	(183,289)			
8830-C36424 Mt. Support New 16L3 Feeder	(467,937)			
8830-C36425 Mt. Support New 16L5 Feeder	(555,143)			
8830-1867 Rockingham Sub Transmission	(175,504)			
8830-C42921 Install Splices 6L2 &6L4	(203,305)			
2017 Total Plant	$ (1,634,572)	$ (64,485)	2.5	$ 161,213
2018 Plant				
8830-1832 Replace 6L2 No. Main Hanover	(1,070,593)			
8830-C42930 Install Service to Tuscan Village	(674,260)			
8830-C18620 Charlestown 32 Dline	(104,750)			
8830-1830 Misc. Capital Imprv. Londonderry	(25,649)			
8830-1865 Rockingham Sub Transmission	(575,354)			
8830-1866 Salem Depot Feeder Getaways	(1,356,000)			
8830-1845 Golden Rock Dist. Feeders	(16,978)			
8830-1744 Golden Rock Substation	(309,324)			
2018 Total Plant	$ (4,132,908)	(163,047)	1.5	244,570
Totals	$ (5,767,480)	$ (227,532)		$ 405,784

Line 5: Composite Depreciation Rate Calculated from Values in Schedule RR-3-08

Depreciation Expense	9,773,211
Plant Balance as of 12/31/2018	247,731,094
Composite Depreciation Rate	3.95%

NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION

Docket No. DE 19-064
Schedule 3.2
Page 1 of 1

Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty Utilities
Adjustment 1
Cash Working Capital

Line	Description	Company Proposed (A)	Adjustment (B)	Adjusted Amount (C)
1	**Distribution Expenses**			
2	Purchased Power	$ -		$ -
3	Transmission Expense	-		-
4	Distribution O&M	9,818,413	(1,879,536)	7,938,877
5	Customer Accounting	2,175,511		2,175,511
6	Customer Service & Info.	182,850		182,850
7	Administration & General Expense	7,940,695	(940,934)	6,999,761
8	Depreciation Expense	11,027,090	(11,027,090)	-
9	Total O&M Expense for CWC Calculation	$ 31,144,559	$ (13,847,559)	$ 17,297,000
10	**Transmission Expenses**	$ -		$ -
11	**Taxes and Interest Expense**			
12	Interest on Customer Deposits	$ -		$ -
13	General Taxes	5,374,737	(66,061)	5,308,676
14	Income Taxes	29,662		29,662
15	Income Taxes (Staff's Adjustments)		1,207,406	1,207,406
16	Interest Synchronization		(33,115)	(33,115)
17	Total Taxes and Interest Expense	$ 5,404,399	$ 1,108,230	$ 6,512,629
18	Total Distribution, Transmission, Taxes and Interest	$ 36,548,958	$ (12,739,329)	$ 23,809,630
19	Lead/Lag Days Ratio	6.63%	0.00%	6.63%
20	Total Cash Working Capital	$ 2,423,196	$ (844,617)	$ 1,578,578
21	**Impact to Rate Base**	**$ 2,423,196**	**$ (844,617)**	**$ 1,578,578**

Notes and Sources

Column A, line 1-14: Attachment PEG/DBS-2, Schedule RR-2 (CU)

Line 19: Lead/Lag Days Ratio	Days	Ratio
Attachment PEG/DBS-1, Schedule RR-5-3 (CU)	24.20	6.63%

Column B: Schedule 3

Interest Synchronization	w/o Int Sync	w/ Int Sync	Int Sync
Income Taxes	1,207,406	1,174,291	(33,115)

NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION

Docket No. DE 19-064
Schedule 3.3
Page 1 of 1

Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty Utilities
Adjustment 3
Audit Issues-Placeholder

Line	Description	Company Proposed (A)	Adjustment (B)	Adjusted Amount (C)
1				
2		$ -		$ -
3		-		-
4	Total Audit Issues	$ -	$ -	$ -
5	NH Income Tax	7.70%		7.70%
6	Effect on NH income tax expense	$ -	$ -	$ -
7	Federal Taxable	$ -		$ -
8	Federal Income Tax Rate	21%		21%
9	Effect on Federal income tax expense	$ -	$ -	$ -
10	Total Taxes	$ -	$ -	$ -
11	**Impact to Operating Income**	$ -	$ -	$ -

Notes and Sources

PUBLIC

NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION

Docket No. DE 19-064
Schedule 3.4
Page 1 of 1

Liberty Utilties (Granite State Electric) Corp. d/b/a Liberty Utilities
Adjustment 4
Proforma Payroll-PUBLIC

Line	Description	Company Proposed (A)	Adjustment (B)	Adjusted Amount (C)
1	Wage Increase - 3%	$ 188,902	$ -	$ 188,902
2	2018 Headcount Vacancies	[redacted]		
3	2019 Incremental Additions			
4	Contractor Savings	(43,110)	43,110	-
5	Total Proforma Payroll	$ 947,257	$ (654,455)	$ 292,802
6	NH Income Tax	7.70%		7.70%
7	Effect on NH Income Tax Expense	$ (72,939)	$ 50,393	$ (22,546)
8	Federal Taxable	$ 874,318		$ 270,256
9	Federal Income Tax Rate	21%		21%
10	Effect on Federal Income Tax Expense	$ (183,607)	$ 126,853	$ (56,754)
11	Total Income Taxes	$ (256,546)	$ 177,246	$ (79,300)
12	**Impact to Operating Income**	$ (690,711)	$ 477,209	$ (213,502)

Notes and Sources

Lines 1&5: Attachment PEG/DBS-1, Schedule RR-3-01 (CU)
Lines 2-4: Summarized from Liberty Response to Staff 3–10.a.CONFIDENTIAL

NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION

Docket No. DE 19-064
Schedule 3.5
Page 1 of 1

Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty Utilities
Adjustment 5
True-Up Payroll Taxes

Line	Description	Company Proposed (A)	Adjustment (B)	Adjusted Amount (C)
1	2019 Salary and Wage Increase - O&M	$ 188,902		$ 188,902
2	2018 Vacancies and/or 2019 New Positions	758,355	(654,455)	103,900
3	LU Regional Allocated Labor	474,230		474,230
4	Proforma Wages and Salaries	1,421,487	(654,455)	767,032
5	Short Term Incentive / Shared Bonus Pool	888,607	(319,898)	568,708
6	Proforma Salary and Wages and STI/Bonus	$ 2,310,094	$ (974,353)	$ 1,335,740
7	Payroll Tax Expense %	6.8%		6.8%
8	Payroll Taxes	$ 156,624	$ (66,061)	$ 90,563
9	NH Income Tax	7.70%		7.70%
10	Effect on NH Income Tax Expense	$ (12,060)	$ 5,087	$ (6,973)
11	Federal Taxable	$ 144,564		$ 83,590
12	Federal Income Tax Rate	21%		21%
13	Effect on Federal Income Tax Expense	$ (30,359)	$ 12,805	$ (17,554)
14	Total Income Taxes	$ (42,419)	$ 17,892	$ (24,527)
15	**Impact to Operating Income**	$ (114,205)	$ 48,169	$ (66,036)

Notes and Sources

Lines 1-3: Attachment PEG/DBS-1, Schedule RR-3-01 (CU)
Column B Adjustment: Schedule 3.4
Line 5: Schedule 3.6 Short Term Incentive Plan
Lines 4 and 7: Attachment PEG/DBS-1, Schedule RR-3-02 (CU)

NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION

Docket No. DE 19-064
Schedule 3.6
Page 1 of 1

Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty Utilities
Adjustment 6
Short Term Incentive Plan - Earnings Objective

Line	Description	Company Proposed (A)	Adjustment (B)	Adjusted Amount (C)
1	Short Term Incentive / Shared Bonus Pool	528,944		
2	STIP - Allocated to GS	359,663		
3	Short Term Incentive / Shared Bonus Pool	$ 888,607	$ (319,898)	$ 568,708
4	NH Income Tax	7.70%		7.70%
5	Effect on NH Income Tax Expense	$ (68,423)	$ 24,632	$ (43,791)
6	Federal Taxable	$ 820,184		$ 524,917
7	Federal Income Tax Rate	21%		21%
8	Effect on Federal Income Tax Expense	$ (172,239)	$ 62,006	$ (110,233)
9	Total Income Taxes	$ (240,662)	$ 86,638	$ (154,024)
10	**Impact to Operating Income**	$ (647,945)	$ 233,260	$ (414,684)

Notes and Sources

Column A, Line 1: Response to Staff 3-15, Attachment 3-15.a
Column A, Line 2: Response to Staff 3-15, Attachment 3-15.c, page 3
Adjustment: Response to Staff 3-16.b.3
Remove "Efficiencies" Objective - 45% x Balance Scorecard - 80%

Short Term Incentive / Shared Bonus	$ 888,607
Balance Scorecard Weight	80%
	$ 710,885
Investor Related Performance Goals	45%
	$ 319,898
Percent Recommended for Exclusion	36%

NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION

Docket No. DE 19-064
Schedule 3.7
Page 1 of 1

Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty Utilities
Adjustment 7
Remove LTIP (PSU) Related to Shareholder Goals

Line	Description	Company Proposed (A)	Adjustment (B)	Adjusted Amount (C)
1	Long Term Incentive Plan - GS	$ 98,498	$ (83,723)	$ 14,775
2	Long Term Incentive Plan - Allocated to GS	151,569	(128,834)	22,735
3	Total PSU / Long Term Incentive Plan	$ 250,067	$ (212,557)	$ 37,510
4	NH Income Tax	7.70%		7.70%
5	Effect on NH Income Tax Expense	$ (19,255)	$ 16,367	$ (2,888)
6	Federal Taxable	$ 230,812		$ 34,622
7	Federal Income Tax Rate	21%		21%
8	Effect on Federal Income Tax Expense	$ (48,471)	$ 41,200	$ (7,271)
9	Total Income Taxes	$ (67,726)	$ 57,567	$ (10,159)
10	**Impact to Operating Income**	$ (182,341)	$ 154,990	$ (27,351)

Notes and Sources

Column A, Line 1: Response to Staff 3-15, Attachment 3-15.a
Column A, Line 1: Response to Staff 3-15, Attachment 3-15.a
Adjustment: Exclude 85% related to "Efficiencies" Objectives

NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION

Docket No. DE 19-064
Schedule 3.8
Page 1 of 1

Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty Utilities
Adjustment 8
Remove Severance

Line	Description	Company Proposed (A)	Adjustment (B)	Adjusted Amount (C)
1	Regional Realignment	$ 44,662	$ -	$ 44,662
2	Mutual Separation Agreement	26,324	(26,324)	-
3	Total Severance	$ 70,986	$ (26,324)	$ 44,662
4	NH Income Tax	7.70%		7.70%
5	Effect on NH Income Tax Expense	$ (5,466)	$ 2,027	$ (3,439)
6	Federal Taxable	$ 65,520		$ 41,223
7	Federal Income Tax Rate	21%		21%
8	Effect on Federal Income Tax Expense	$ (13,759)	$ 5,102	$ (8,657)
9	Total Income Taxes	$ (19,225)	$ 7,129	$ (12,096)
10	**Impact to Operating Income**	$ (51,761)	$ 19,195	$ (32,566)

Notes and Sources

Line 2: Liberty Response to Staff TS 1-35.
Line 3: Liberty Response to OCA 1-29 Revised

NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION

Docket No. DE 19-064
Schedule 3.9
Page 1 of 1

Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty Utilities
Adjustment 9
Non-Electric Distribution Related Charges

Line	Description	Company Proposed (A)	Adjustment (B)	Adjusted Amount (C)
1	Energy Procurement	$ 93,401	$ (93,401)	$ -
2	735-Misc Production Expense	69,113	(69,113)	-
3	Total Non-Electric Distribution Related	$ 162,514	$ (162,514)	$ -
4	NH Income Tax	7.70%		7.70%
5	Effect on NH Income Tax Expense	$ (12,514)	$ 12,514	$ -
6	Federal Taxable	$ 150,000		$ -
7	Federal Income Tax Rate	21%		21%
8	Effect on Federal Income Tax Expense	$ (31,500)	$ 31,500	$ -
9	Total Income Taxes	$ (44,014)	$ 44,014	$ -
10	**Impact to Operating Income**	$ (118,500)	$ 118,500	$ -

Notes and Sources

Column A, Line 1: Response to Staff 6-30.a
Column A, Line 2: Response to Staff 6-31.a

NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION

Docket No. DE 19-064
Schedule 3.10
Page 1 of 1

Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty Utilities
Adjustment 10
Allocated Cost to Liberty

Line	Description	Company Proposed (A)	Adjustment (B)	Adjusted Amount (C)
1	Direct Charges from Corporate / Affiliates	$ 2,904,415	$ (766,626)	$ 2,137,789
2	NH Income Tax	7.70%		7.70%
3	Effect on NH Income Tax Expense	$ (223,640)	$ 59,030	$ (164,610)
4	Federal Taxable	$ 2,680,775		$ 1,973,179
5	Federal Income Tax Rate	21%		21%
6	Effect on Federal Income Tax Expense	$ (562,963)	$ 148,595	$ (414,368)
7	Total Income Taxes	$ (786,603)	$ 207,625	$ (578,978)
8	**Impact to Operating Income**	$ (2,117,812)	$ 559,001	$ (1,558,811)

Notes and Sources

Line 1: Staff 6-27, Attachment page 4

	2015	2016	2017	2018
Direct Charges from Corporate / Affiliates	1,987,612	2,809,996	1,615,758	2,904,415
3-Year Average (2015–2017)			2,137,789	

NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION

Docket No. DE 19-064
Schedule 3.11
Page 1 of 1

Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty Utilities
Adjustment 11
Normalize Outside Legal Expense

Line	Description	Company Proposed (A)	Adjustment (B)	Adjusted Amount (C)
1	Outside Services - Legal	$ 54,620	$ (11,793)	$ 42,827
2	NH Income Tax	7.70%		7.70%
3	Effect on NH Income Tax Expense	$ (4,206)	$ 908	$ (3,298)
4	Federal Taxable	$ 50,414		$ 39,529
5	Federal Income Tax Rate	21%		21%
6	Effect on Federal Income Tax Expense	$ (10,587)	$ 2,286	$ (8,301)
7	Total Income Taxes	$ (14,793)	$ 3,194	$ (11,599)
8	**Impact to Operating Income**	$ (39,827)	$ 8,599	$ (31,228)

Notes and Sources

Line 1: PUC 1604.01(a)(1) at Bates I-031 and I-044

	2016	2017	2018
8830-2-9823-69-5200-9230 Outside Legal Services	41,784	32,076	54,620
Three-Year Average			42,827

NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION

Docket No. DE 19-064
Schedule 3.12
Page 1 of 1

Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty Utilities
Adjustment 12
Depreciation Reserve Deficiency Amortization Period

Line	Description	Company Proposed (A)	Adjustment (B)	Adjusted Amount (C)
1	Accumulated Depreciation Historical Under Theoretical	$ 1,399,800	$ -	$ 1,399,800
2	Amortization Period - Years	6		12
3	Annual Debit to Depreciation Expense	$ 233,300	$ (116,650)	$ 116,650
4	NH Income Tax	7.70%		7.70%
5	Effect on NH Income Tax Expense	$ (17,964)	$ 8,982	$ (8,982)
6	Federal Taxable	$ 215,336		$ 116,650
7	Federal Income Tax Rate	21%		21%
8	Effect on Federal Income Tax Expense	$ (45,221)	$ 20,725	$ (24,496)
9	Total Taxes	$ (63,185)	$ 29,707	$ (33,478)
10	**Impact to Operating Income**	**$ (170,115)**	**$ 86,943**	**$ (83,172)**

Notes and Sources

Lines 1-3: Attachment PEG/DBS-1, Schedule RR-3-09 (CU)

NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION

Docket No. DE 19-064
Schedule 3.13
Page 1 of 1

Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty Utilities
Adjustment 13
Disallowed Transition-Related Asset Depreciation (NG 11-040 - Acquisition)

Line	Description	Company Proposed (A)	Adjustment (B)	Adjusted Amount (C)
1	Disallowed Assets	6,172,095	(6,172,095)	-
2	Depreciation Rate	20%		20%
3	Depreciation Expense	$ 1,234,419	$ (1,234,419)	$ -
4	NH Income Tax	7.70%		7.70%
5	Effect on NH Income Tax Expense	$ (95,050)	$ 95,050	$ -
6	Federal Taxable	$ 1,139,369		$ -
7	Federal Income Tax Rate	21%		21%
8	Effect on Federal Income Tax Expense	$ (239,267)	$ 239,267	$ -
9	Total Income Taxes	$ (334,317)	$ 334,317	$ -
10	**Impact to Operating Income**	$ (900,102)	$ 900,102	$ -

Notes and Sources

Line 1 and 2: Attachment PEG/DBS-1, Schedule RR-5-4

NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION

Docket No. DE 19-064
Schedule 3.14
Page 1 of 1

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

Adjustment 14

Remove Additional Vegetation Management

Line	Description	Company Proposed (A)	Adjustment (B)	Adjusted Amount (C)
1	Vegetation Management	$ 2,344,301	$ (666,301)	$ 1,678,000
2	NH Income Tax	7.70%		7.70%
3	Effect on NH income tax expense	$ (180,511)	$ 51,305	$ (129,206)
4	Federal Taxable	$ 2,163,790		$ 1,548,794
5	Federal Income Tax Rate	21%		21%
6	Effect on Federal income tax expense	$ (454,396)	$ 129,149	$ (325,247)
7	Total Taxes	$ (634,907)	$ 180,454	$ (454,453)
8	**Impact to Operating Income**	$ (1,709,394)	$ 485,847	$ (1,223,547)

Notes and Sources

Line 1: Attachment PEG/DBS-1, Schedule RR-3-10 (CU)

NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION

Docket No. DE 19-064
Schedule 3.15
Page 1 of 1

Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty Utilities
Adjustment 15
Interest Synchronization

Line	Description	Company Proposed (A)	Adjustment (B)	Adjusted Amount (C)
1	Rate Base	$ 103,024,219	(6,206,312)	96,817,907
2	Interest Component of Rate of Return	2.69%		2.99%
3	Interest Attributable to Rate Base	2,767,746		2,890,015
4	NH Income Tax	7.700%		7.700%
5	Effect on NH income tax expense	$ (213,116)	$ (9,415)	$ (222,531)
6	Federal Taxable	$ 2,554,630		$ 2,667,484
7	Federal Income Tax Rate	21%		21%
8	Effect on Federal income tax expense	$ (536,472)	$ (23,700)	$ (560,172)
9	Total Taxes	$ (749,588)	$ (33,115)	$ (782,703)
10	**Impact to Operating Income**	$ 749,588	$ 33,115	$ 782,703

Notes and Sources

Column A, Line 3: Attachment SEM/HSG-2, Schedule RR-3-15 (CU)
Column A and C, Line 2: Schedule 2
Column B, Lines 1: Schedule 1.1

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

DE 19-064
Distribution Service Rate Case

Staff Data Requests - Set 3

Date Request Received: 6/17/19
Request No. Staff 3-10

Date of Response: 7/1/19
Respondent: Philip E. Greene
David B. Simek

REQUEST:

Payroll Expense: Reference Direct Testimony P. Greene and D. Simek, page 12, lines 1–7, and Schedule RR-3-01—"Adjustment for 2018 Vacancies and/or 2019 (incremental) Additions." Provide the following information for each position identified as 2018 Vacancies:

a. When the position become vacant
b. Whether the position has been filled (If filled, date filled and wage/salary assigned)
c. If not yet filled, the Company's plans to fill the position

RESPONSE:

a. Please see Confidential Attachment Staff 3-10.a containing detail to calculate Line 11 amount on Schedule RR-3-01, Adjustment for 2018 Vacancies and/or 2019 (incremental) Additions. Vacancies in the Customer Care department were calculated using total vacancies per month during the test year, as depicted on page 2 of the attachment. Page 3 contains a listing of Customer Service Representative vacancies that were filled by external candidates during 2018 and early 2019. Note that vacancies in other Customer Care areas such as Billing and Collections are filled through internal promotions. The number of vacancies for Customer Service Representative can run relatively high due to promotions internally, and/or employees leaving due to reasons such as challenges with performance or lack of interest in the position.
b. Please see Confidential Attachment Staff 3-10.a which contains the details requested, including actual salary offered or projected (if position is not yet filled) that was used in calculating the Adjustment for 2018 Vacancies and/or 2019 (incremental) Additions in Line 11 of Schedule RR-3-01.
c. For any open positions not yet filled, the Company will pursue, interview, and evaluate candidates determined to be qualified and suitable for the respective positions. The Company follows this process for open positions, and the timeline for filling incremental additions depends on finding suitable and qualified candidates.

Confidential Attachment Staff 3-10.a a list of employee positions with the specific salary (or figures from which the salary can be derived). Since this salary information can be traced to particular employees, it is confidential personnel information protected by RSA 91-A:5, IV. Therefore, pursuant to that statute and Puc 203.08(d), the Company has a good faith basis to seek confidential treatment of this information and will submit a motion seeking confidential treatment prior to the final hearing in this docket.

Adjustment for 2018 Vacancies
Supporting Calculation

Department	Position	Location	Vacancy Type	Vacancy Start	Vacancy End	Vacancy Months	Date Req. Opened	Date Filled/Start Date	Annual Salary	Allocation to Capital	Allocation to GSE	Expense Allocated Amount	Prorated Test Year Adjustment	Position Description/Justification
Electric Operations	Meter Worker 3/C	Salem	Replacement	January	Februar	1	2/13/2018	5/7/2018	[redacted]	5%	100%	[redacted]	[redacted]	Backfill existing vacancy
Electric Operations	Supervisor, Electric Operations	Salem	Replacement	May	July	2	6/8/2018	7/30/2018	[redacted]	83%	100%	[redacted]	[redacted]	Backfill existing vacancy
Electric Operations	Supervisor, Substation Construction and Maint.	Salem	Replacement	May	July	2	6/7/2018	7/30/2018	[redacted]	40%	100%	[redacted]	[redacted]	Backfill existing vacancy
Electric Operations	Supervisor, Electric Metering	Salem	Replacement	January	August	8	6/1/2018	9/4/2018	[redacted]	20%	100%	[redacted]	[redacted]	Backfill existing vacancy
Electric Operations	Line worker 1/C	Lebanon	Replacement	January	April	3	1/31/2018	4/23/2018	[redacted]	37%	100%	[redacted]	[redacted]	Backfill existing vacancy
Electric Operations	Line worker 1/C	Lebanon	Replacement	January	April	3	1/31/2018	4/23/2018	[redacted]	37%	100%	[redacted]	[redacted]	Backfill existing vacancy
Electric Operations	Line Worker Apprentice	Lebanon	New Position	January	April	3	1/31/2018	4/23/2018	[redacted]	37%	100%	[redacted]	[redacted]	New position; URD as agreed to with PUC
Electric Operations	Line Worker Apprentice	Salem	New Position	January	April	3	1/31/2018	4/30/2018	[redacted]	37%	100%	[redacted]	[redacted]	New position; URD as agreed to with PUC
Electric Operations	Meter Worker 3/C	Salem	Replacement	June	July	2	7/20/2018	9/17/2018	[redacted]	5%	100%	[redacted]	[redacted]	Backfill existing vacancy
Electric Operations	Meter Worker 3/C	Lebanon	Replacement	June	August	3	9/10/2018	10/1/2018	[redacted]	5%	100%	[redacted]	[redacted]	Backfill existing vacancy
Electric Operations	Line Worker 1/c	Lebanon	Replacement	January	April	3	1/31/2018	4/16/2018	[redacted]	37%	100%	[redacted]	[redacted]	Backfill existing vacancy
Electric Operations	Line Worker 1/c	Lebanon	Replacement	January	October	9	1/31/2018	10/8/2018	[redacted]	37%	100%	[redacted]	[redacted]	Backfill existing vacancy
Electric Operations	Line worker 1/C	Lebanon	Replacement	September	December	3	9/18/2018	12/3/2018	[redacted]	37%	100%	[redacted]	[redacted]	Backfill existing vacancy
Electric Operations	Line worker 1/C	Lebanon	Replacement	September	December	3	9/18/2018	12/3/2018	[redacted]	37%	100%	[redacted]	[redacted]	Backfill existing vacancy
Electric Operations	Line worker 1/C	Lebanon	Replacement	September	December	3	9/18/2018	12/3/2018	[redacted]	37%	100%	[redacted]	[redacted]	Backfill existing vacancy
Electric Operations	Line worker 1/C	Salem	Replacement	January	September	9	11/6/2018	11/18/2018	[redacted]	37%	100%	[redacted]	[redacted]	Backfill existing vacancy
Electric Operations	Line worker 1/C	Salem	Replacement	July	November	3	3/30/2018	12/3/2018	[redacted]	37%	100%	[redacted]	[redacted]	Backfill existing vacancy
Electric Operations	Line worker 3/C-1/C	Lebanon	Replacement	October	December	3	9/18/2018	12/17/2018	[redacted]	37%	100%	[redacted]	[redacted]	Backfill existing vacancy
Electric Operations	meterworker 3/c	lebanon	Replacement	July	November	4	7/20/2018	11/12/2018	[redacted]	5%	100%	[redacted]	[redacted]	Backfill existing vacancy
Electric Operations	operations analyst	Leb/Sal	New Position	January	March	3	2/26/2018	4/9/2018	[redacted]	50%	100%	[redacted]	[redacted]	New position; in support of growth
Electric Operations	Sub Station worker 1/c	Leb/Sal	Replacement[1]	September	December	3	2/13/2018		[redacted]	76%	100%	[redacted]	[redacted]	Backfill existing vacancy
Electric Operations	Sub Station worker 1/c	Leb/Sal	Replacement[1]	September	December	3	9/12/2018		[redacted]	76%	100%	[redacted]	[redacted]	Backfill existing vacancy
Electric Operations	Sub Station worker 1/c	Leb/Sal	Replacement[1]	September	December	3	9/12/2018		[redacted]	76%	100%	[redacted]	[redacted]	Backfill existing vacancy
Electric Operations	Meter worker 3/C	lebanon	Replacement	April	December	9	4/5/2019		[redacted]	5%	100%	[redacted]	[redacted]	Backfill existing vacancy
Electric Operations	Lineworker 1/C	Salem	Replacement	April	December	9	4/15/2019		[redacted]	37%	100%	[redacted]	[redacted]	Backfill existing vacancy
EH&S	Program Manager	Concord	New Position			12	1/2/2019	4/1/2019	[redacted]	10%	10%	[redacted]	[redacted]	New position; support of employee count, workload and another manager assuming regional duties
Finance	Manager, Financial Reporting	Londonderry	Replacement[2]	August	December	4	12/24/2018	3/18/2019	[redacted]	20%	19%	[redacted]	[redacted]	Backfill existing vacancy (see footnote[2] below)
Rates & Regulatory	Rates Analyst II	Londonderry	New Position			12	12/21/2018	1/28/2019	[redacted]	0%	100%	[redacted]	[redacted]	New position; in support of growth
Rates & Regulatory	Analyst	Londonderry	Replacement	September	December	3	11/14/2018	12/31/2018	[redacted]	0%	70%	[redacted]	[redacted]	Backfill existing vacancy
Engineering	Project Manager	Salem	New Position			12	10/12/2018		[redacted]	0%	100%	[redacted]	[redacted]	New position; in support of construction
Engineering	Engineer	Lebanon	Replacement	January	July	7	3/22/2019		[redacted]	0%	100%	[redacted]	[redacted]	Backfill existing vacancy
Customer Care	See attached page 2	Various	Replacement	*See pg 2*	*See pg 2*	*See pg 2*	*See pg 3*	*See pg 3*	[redacted]	0%	30%	[redacted]	[redacted]	Backfill existing vacancy
												Total Adjustment:	**801,465**	
												Less: Annual Contractor Savings[1]	(43,110)	
												Equals: Electric Ops Adjustment for Vacancies (Test Year)	**758,355**	

(1) Substation worker positions in part to replace United Power Group contract labor for substation work and project management; see attached page 3
(2) New position created which replaces previously existing position that was eliminated

Customer Care Vacancies
Calendar Year 2018

Month	# Vacancies	$/hr	Total Hourly	# Hrs/Month	Total Amount	GSE Alocation (30%)
Jan	2	$ 17.00	$ 34.00	**184**	$ 6,256.00	$ 1,876.80
Feb	2	$ 17.00	$ 34.00	**160**	$ 5,440.00	$ 1,632.00
Mar	2	$ 17.00	$ 34.00	**176**	$ 5,984.00	$ 1,795.20
Apr	3	$ 17.00	$ 51.00	**168**	$ 8,568.00	$ 2,570.40
May	6	$ 17.00	$ 102.00	**184**	$ 18,768.00	$ 5,630.40
Jun	6	$ 17.00	$ 102.00	**168**	$ 17,136.00	$ 5,140.80
Jul	7	$ 17.00	$ 119.00	**176**	$ 20,944.00	$ 6,283.20
Aug	7	$ 17.00	$ 119.00	**184**	$ 21,896.00	$ 6,568.80
Sep	7	$ 17.00	$ 119.00	**160**	$ 19,040.00	$ 5,712.00
Oct	3	$ 17.00	$ 51.00	**184**	$ 9,384.00	$ 2,815.20
Nov	3	$ 17.00	$ 51.00	**176**	$ 8,976.00	$ 2,692.80
Dec	7	$ 17.00	$ 119.00	**168**	$ 19,992.00	$ 5,997.60
				Totals	**$ 162,384.00**	**$ 48,715.20**

Above includes GSE 30% allocation of vacancies

Above all represent backfill existing vacancies

Customer Care - Hiring Detail (2018)
Calendar Year 2018

Job	Department	Hire Date	Base Rate	Termination Date	Comment
Representative, Customer Service	Customer Service	2/5/2018	[redacted]	active	
Representative, Customer Service	Customer Service	2/12/2018	[redacted]	7/3/2018	
Representative, Customer Service	Customer Service	2/5/2018	[redacted]	active	
Representative, Customer Service	Customer Service	3/19/2018	[redacted]	9/21/2018	
Representative, Customer Service	Customer Service	3/19/2018	[redacted]	active	
Representative, Customer Service	Customer Service	4/9/2018	[redacted]	active	
Representative, Customer Service	Customer Service	4/9/2018	[redacted]	active	
Representative, Customer Service	Customer Service	5/14/2018	[redacted]	5/29/2018	
Representative, Customer Service	Customer Service	5/14/2018	[redacted]	active	
Representative, Customer Service	Customer Service	5/14/2018	[redacted]	active	
Representative, Customer Service	Customer Service	5/14/2018	[redacted]	active	
Representative, Customer Service	Customer Service	8/15/2018	[redacted]	active	Re-hire
Representative, Customer Service	Customer Service	8/20/2018	[redacted]	active	
Representative, Customer Service	Customer Service	8/20/2018	[redacted]	8/28/2018	
Representative, Customer Service	Customer Service	9/10/2018	[redacted]	active	
Representative, Customer Service	Customer Service	9/10/2018	[redacted]	9/10/2018	never started
Representative, Customer Service	Customer Service	11/5/2018	[redacted]	active	
Representative, Customer Service	Customer Service	11/5/2018	[redacted]	active	
Representative, Customer Service	Customer Service	11/5/2018	[redacted]	11/5/2018	
Representative, Customer Service	Customer Service	11/5/2018	[redacted]	11/30/2018	
Representative, Customer Service	Customer Service	11/5/2018	[redacted]	active	
Representative, Customer Service	Customer Service	1/28/2019	[redacted]	active	
Representative, Customer Service	Customer Service	1/28/2019	[redacted]	active	
Representative, Customer Service	Customer Service	3/11/2019	[redacted]	active	
Representative, Customer Service	Customer Service	3/11/2019	[redacted]	3/18/2019	
Representative, Customer Service	Customer Service	4/15/2019	[redacted]	4/15/2019	never started
Representative, Customer Service	Customer Service	4/15/2019	[redacted]	active	
Representative, Customer Service	Customer Service	4/15/2019	[redacted]	active	
Representative, Customer Service	Customer Service	4/15/2019	[redacted]	4/23/2019	
Representative, Customer Service	Customer Service	4/15/2019	[redacted]	active	
Representative, Customer Service	Customer Service	4/15/2019	[redacted]	active	
Representative, Customer Service	Customer Service	4/15/2019	[redacted]	active	

GL Entry Detail - United Power Group

Contractor for Substation Work - Calendar Year 2018

Journal Entry	Series	TRX Date	FERC	Account Number	Account Description	Credit Amount	Debit Amount	Net Amount	Period ID	Reference	Originating Master ID	Originating Master Name	Description
900646	Purchasing	1/4/2018	5920	8830-2-9851-56-5210-5920	Maint of Station Equipment	0	1,560	1,560	1	Receivings Transaction Entry	8810-UNIPOW	UNITED POWER GROUP, INC.	Job 8830-9851-59200 4
900652	Purchasing	1/4/2018	5920	8830-2-9851-56-5210-5920	Maint of Station Equipment	0	1,320	1,320	1	Receivings Transaction Entry	8810-UNIPOW	UNITED POWER GROUP, INC.	Job 8830-9851-59200 4
927737	Purchasing	2/24/2018	5920	8830-2-9851-56-5210-5920	Maint of Station Equipment	0	1,880	1,880	2	Receivings Transaction Entry	8810-UNIPOW	UNITED POWER GROUP, INC.	Job 8830-9851-59200 4
927738	Purchasing	2/24/2018	5920	8830-2-9851-56-5210-5920	Maint of Station Equipment	0	3,280	3,280	2	Receivings Transaction Entry	8810-UNIPOW	UNITED POWER GROUP, INC.	Job 8830-9851-59200 4
931070	Purchasing	3/2/2018	5920	8830-2-9851-56-5210-5920	Maint of Station Equipment	0	1,640	1,640	3	Receivings Transaction Entry	8810-UNIPOW	UNITED POWER GROUP, INC.	Job 8830-9851-59200 4
960228	Purchasing	4/12/2018	5920	8830-2-9851-56-5210-5920	Maint of Station Equipment	0	1,725	1,725	4	Receivings Transaction Entry	8810-UNIPOW	UNITED POWER GROUP, INC.	Job 8830-9851-59200 4
960229	Purchasing	4/12/2018	5920	8830-2-9851-56-5210-5920	Maint of Station Equipment	0	1,725	1,725	4	Receivings Transaction Entry	8810-UNIPOW	UNITED POWER GROUP, INC.	Job 8830-9851-59200 4
993659	Purchasing	6/6/2018	5920	8830-2-9851-56-5210-5920	Maint of Station Equipment	0	1,980	1,980	6	Receivings Transaction Entry	8810-UNIPOW	UNITED POWER GROUP, INC.	Job 8830-9851-59200 4
1000884	Purchasing	6/19/2018	5920	8830-2-9851-56-5210-5920	Maint of Station Equipment	0	1,980	1,980	6	Receivings Transaction Entry	8810-UNIPOW	UNITED POWER GROUP, INC.	Job 8830-9851-59200 4
1000885	Purchasing	6/19/2018	5920	8830-2-9851-56-5210-5920	Maint of Station Equipment	0	1,725	1,725	6	Receivings Transaction Entry	8810-UNIPOW	UNITED POWER GROUP, INC.	Job 8830-9851-59200 4
1000886	Purchasing	6/19/2018	5920	8830-2-9851-56-5210-5920	Maint of Station Equipment	0	1,980	1,980	6	Receivings Transaction Entry	8810-UNIPOW	UNITED POWER GROUP, INC.	Job 8830-9851-59200 4
1000887	Purchasing	6/19/2018	5920	8830-2-9851-56-5210-5920	Maint of Station Equipment	0	1,725	1,725	6	Receivings Transaction Entry	8810-UNIPOW	UNITED POWER GROUP, INC.	Job 8830-9851-59200 4
1012648	Purchasing	7/11/2018	5920	8830-2-9851-56-5210-5920	Maint of Station Equipment	0	1,110	1,110	7	Receivings Transaction Entry	8810-UNIPOW	UNITED POWER GROUP, INC.	Job 8830-9851-59200 4
1014169	Purchasing	7/10/2018	5920	8830-2-9851-56-5210-5920	Maint of Station Equipment	0	1,725	1,725	7	Receivings Transaction Entry	8810-UNIPOW	UNITED POWER GROUP, INC.	Job 8830-9851-59200 4
1022904	Purchasing	7/27/2018	5920	8830-2-9851-56-5210-5920	Maint of Station Equipment	0	960	960	7	Receivings Transaction Entry	8810-UNIPOW	UNITED POWER GROUP, INC.	Job 8830-9851-59200 4
1051628	Purchasing	9/13/2018	5920	8830-2-9851-56-5210-5920	Maint of Station Equipment	0	3,450	3,450	9	Receivings Transaction Entry	8810-UNIPOW	UNITED POWER GROUP, INC.	Job 8830-9851-59200 4
1051629	Purchasing	9/13/2018	5920	8830-2-9851-56-5210-5920	Maint of Station Equipment	0	3,450	3,450	9	Receivings Transaction Entry	8810-UNIPOW	UNITED POWER GROUP, INC.	Job 8830-9851-59200 4
1052773	Purchasing	9/20/2018	5820	8830-2-0000-51-5405-5820	Station expenses	910	-	(910)	9	Edit PO Status	8810-UNIPOW	UNITED POWER GROUP, INC.	Purchases
1086531	Purchasing	11/15/2018	5920	8830-2-9851-56-5210-5920	Maint of Station Equipment	0	1,980	1,980	11	Receivings Transaction Entry	8810-UNIPOW	UNITED POWER GROUP, INC.	Job 8830-9851-59200 4
1086606	Purchasing	11/16/2018	5920	8830-2-9851-56-5210-5920	Maint of Station Equipment	0	2,065	2,065	11	Receivings Transaction Entry	8810-UNIPOW	UNITED POWER GROUP, INC.	Job 8830-9851-59200 4
1107753	Purchasing	12/21/2018	5920	8830-2-9851-56-5210-5920	Maint of Station Equipment	0	6,760	6,760	12	Receivings Transaction Entry	8810-UNIPOW	UNITED POWER GROUP, INC.	Job 8830-9851-59200 4
							Total:	**43,110**					

Total $43,110 represents all charges for substation work contracted out to 3rd party during test year 2018; subsequently picked up internall

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

DE 19-064
Distribution Service Rate Case

Staff Data Requests - Set 6

Date Request Received: 8/23/19
Request No. Staff 6-1

Date of Response: 9/11/19
Respondent: Philip E. Greene
David B. Simek

REQUEST:

Payroll/Vacancies: Reference OCA 1-15 shows the vacancies for 2016, 2017, and 2018. The following table summarizes the lists provided in the attachments by replacement and incremental vacancies. During the Technical Session, the Company stated that the 2016, 2017, and 2018 lists provided are vacancies that occurred throughout the year. Please explain why was there a significant increase in vacancies in 2018?

Vacancies			
	2016	2017	2018
Replacement	16	17	23
Incremental	26	18	46
	42	35	69
Source OCA 1-15			

RESPONSE:

The table that was provided in the request above shows replacement and incremental increases for the entire company, which included the gas side, as requested in OCA 1-15. For employees who are electric only or provide services to gas and electric, there were 56 total vacancies in 2018. Of the 56 vacancies, there were 37 replacements and 19 incremental positions.

Below is an updated table showing totals for positions that are electric only or both gas and electric:

Year	2016	2017	2018
Replacement	13	13	37
Incremental	17	14	19
Total	20	27	56

In 2018 we had 38 employees leave the Company for various reasons including retirement, resignations, and terminations. Of those 38 employees, 37 were replaced as the positions became vacant throughout the year. Please note that seven employees retired in 2018. As our

workforce ages, we expect those numbers to continue to increase in the years ahead, which will significantly add to our replacement count.

The 19 incremental positions included 3 summer interns. The remaining 16 were needed to support business growth, and the centralizing of finance and accounts payable functions in New Hampshire for the East region, with further details provided below:

- Six employees were hired in Finance and Accounting to support the restructuring and centralizing of the east region Finance and Accounts Payable functions in New Hampshire;
- Six employees were hired in Electric Operation to support underground work and to supplement the existing workforce;
- An Analyst position in the Regulatory department was listed as an incremental increase in the original response when it should have been listed as a replacement; and
- Three employees were hired to supplement the existing Regulatory and office support workforce.

Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty Utilities
DE 19-064

Full Rate Case Filing Requirements
Pursuant to Puc 1604.01(a)

(15) Copies of all officer and executive incentive plans;

RESPONSE:

Please see the attached documents:

- Puc 1604.01(a)(15)(a) – Short Term Incentive Plan
- Puc 1604.01(a)(15)(b) – Shared Bonus Pool
- Puc 1604.01(a)(15)(c) – Performance and Restricted Share Unit Plan (a/k/a Long Term Incentive Plan)

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Liberty Utilities Short Term Incentive Plan ("LU STIP") Document

Compensation Philosophy

The Company's compensation philosophy follows three underlying principles:

- To provide compensation that encourages and motivates performance
- To be competitive with other companies of similar size and scope in order to attract and retain talent
- To align the interests of our employees with the long term interests of the Company and its shareholders and customers

Purpose and Introduction

The LU STIP is a discretionary short term incentive cash bonus plan that provides the potential for eligible employees to receive cash awards based on their contributions to the success of the Company, in years ("Plan Period") when the Company meets or exceeds its objectives.

The purpose of the LU STIP is to align compensation with corporate targets and results, and thereby promote behaviours which benefit the interests of the Company, its shareholders, and customers and to reward personal achievements which are linked directly to overall corporate performance.

An eligible employee's contribution is determined by two factors: 1) the impact of that employee's role on business results and 2) that employee's achievement of individual performance objectives during the employee's active service with the Company.

The actual award received by an employee will reflect 1) the employee's job scope and responsibilities and that employee's achievement during the Plan Period and 2) the Company's performance as indicated by the business' scorecard.

Eligibility

All management level employees (grades 10 and above) , regular full time and regular part time employees of the Company are eligible to participate in the LU STIP, with the exception of the following:

- Employees who are eligible for any other incentive plan of the Company (e.g., Shared Bonus Pool, Sales Incentive Programs or any other incentive/bonus arrangements which the Company may offer in lieu of the LU STIP)

- Individuals determined by the Company to be students, co-op students, interns, temporary, independent contractors, consultants or any other non-payroll workers.

The STIP award is based on two components each split by a weighting which varies by positon level.

Component	Typical Manager Weighting	Typical Director Level	Typical VP Level
Balance Scorecard Achievement	80%	85%	90%
Individual Performance Achievement	20%	15%	10%

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Balanced Scorecard Achievement

The Balanced Scorecard Achievement is linked to the Balanced Scorecard that is relevant to the employee's Business Unit and state/region, if applicable. The Balanced Scorecard measures results in 4 major business objectives:

1. Efficiency
2. Operations
3. Customer
4. Employees

The scorecard objectives are based on Liberty Utilities' business plan for the Plan Period and established performance targets for each objective. Each objective is allocated a weighting and together, the total allocation equals 100%. Note: in some cases the total allocation for a category may be greater than 100%.

.

Individual Performance Achievement

Individual Performance % is based on the employee's achievement of individual objectives. An eligible employee's Management Team will determine the Individual Performance % for that employee for each Plan Period based on the employee's contributions and achievements during the Plan Period.

Calculation under the LU STIP will be based on the following formula:

***For Liberty Utilities Canada**:*

1. Business Unit Scorecard Performance Results % + Individual Performance Results % = **STIP Percent Achievement**

2. Target Bonus % x Eligible Annual Base Salary x Pro-ration Factor x STIP Percent Achievement **= STIP Payout $**

***For Liberty Utilities outside of Canada**:*

1. Scorecard Performance % (Business Unit Performance % + State Performance %) + Individual Performance % = **STIP Percent Achievement**

2. Target Bonus % x Eligible Annual Base Salary x Pro-Ration Factor x STIP Percent Achievement **= STIP Payout $**

Calculation Steps

1. Balance scorecard results are determined for each of the Liberty State/Regions as required
2. Individual results are reviewed and determined for the Individual STIP Factor
3. The results of the 4 balance scorecard factors and the Individual factor are combined and calculated for each state using their assigned weightings, and the final STIP percent achievement is determined
4. The final STIP percent achievement is then multiplied by the employees target bonus, eligible base salary and prorated based on number of bonus eligible days

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Definitions

Plan Period: (January – December)

Eligible Annual Base Salary means the base compensation paid to an eligible employee, excluding all other compensation such as but not limited to, bonuses, commissions, and allowances. The Eligible Annual Base Salary is determined at December 31of the respective Plan Period.

Target Bonus % is the percentage of Eligible Annual Base Salary that is used to compute the LU STIP award for each eligible employee.

Pro-ration Factor: # days actively employed in LU STIP eligible position ÷ # days in Plan Period

Terms and Conditions

To be eligible for either a full or pro-rated award an eligible employee must have been:

- In a STIP eligible role on or before October 1 of the Plan Period (January – December)
- An employee will be considered to be actively employed for any calendar month in which the employee actually works at least one day
- Pro-rated awards may be made to eligible employees who transfer into or out of positions covered by other cash bonus plans, move from or to a job that is ineligible for the LU STIP or who are on a Company approved leave of absence, on “notice” of termination for part of the Plan Period, retire, or pass away during the Plan Period
- Pro-rated awards will be based on the number of days the employee is actively employed divided by the number of days in the Plan Period
- An employee that resigns before December 31 of the Plan Period is not eligible to receive a LU STIP plan award for that Plan Period.
- Employees terminated for cause are not eligible to receive an award
- An employee must be actively employed on date of payout to receive an award

Any award under the LU STIP is subject to the discretion of the eligible employee’s Management Team and Senior Management Team, the Compensation Committee and the Board of Directors. Specifically, an eligible employee’s recommended Award is subject to review, modification and approval by the Senior Management Team.

The total STIP award for all eligible employees for a Plan Period is recommended by the Senior Management Team for approval by the Compensation Committee and the Board of Directors after the Plan Period.

LU STIP award will be paid in a lump sum in the Plan Period following the Plan Period with respect to which the award is computed and will be subject to all applicable national, state/provincial, and/or local taxes. All appropriate taxes and other withholdings will be deducted from any such awards and payments as required by applicable law.

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Interpretations and Amendments

This document, as amended from time to time, constitutes the Liberty Utilities Short Term Incentive Plan ("LU STIP"). In the event of any conflicts or inconsistencies between the provisions of the LU STIP and any other document or communication, written or oral, concerning the LU STIP, the provisions of this document, as amended from time to time, shall govern.

The Senior Vice-President, LABs, subject to the approval of the Compensation Committee and the Board of Directors in certain cases shall interpret the provisions of the LU STIP, which shall be final and binding on the Company and all LU STIP participants.

Nothing in this document shall create an employment contract or other contract concerning the subject matter contained herein. There is no guarantee that any amount shall be paid under the LU STIP and any payment made hereunder (including the amount of such payment) shall be determined at the sole discretion of LU and not pursuant to any prior contract, agreement, or promise causing any individual to expect such payment on a regular basis.

The Company, in its sole and absolute discretion, reserves the right to terminate or amend the LU STIP at any time and in any manner without notice.

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Guidelines for the LU Discretionary Shared Bonus Pool

Compensation Philosophy

The Company's compensation philosophy follows three underlying principles:

- To provide compensation that encourages and motivates performance
- To be competitive with other companies of similar size and scope to attract and retain talent
- To align the interest of our employee with the long term interests of the Company, shareholders and customers.

Purpose and Introduction

The LU Shared Bonus Pool (SBP) is a discretionary benefit that provides Eligible Employees cash awards that align and recognize employee performance to the attainment of individual and business objectives.

An Eligible Employee's share of any discretionary bonus pool is generally determined by two factors, the:

1. Company's performance measured against a scorecard
2. Employee's achievement of individual performance objectives

Eligibility

All non-management level employees (grade levels 1 to 9), regular full time and regular part time employees of the Company are eligible to participate in the discretionary bonus pool with the exception of the following:

- Employees who are eligible for any other incentive plan of the Company (e.g., sales incentive plan or any other incentive/bonus arrangements which the Company may offer in lieu of the LU SBP) are not eligible to share in the discretionary bonus pool.
- Individuals determined by the Company to be students, co-op students, interns, temporary, independent contractors, consultants or any other non-payroll workers are not eligible to share in the discretionary bonus pool.

Determining the Pool

At the sole discretion of LU, a discretionary bonus pool may be created following the end of each year. The amount of the pool, if any, will be based on the achievement of the business' scorecard objectives and target levels. The scorecard objectives are based on LU' business plan for the year and established performance targets for each objective:

- Achievement of pre-determined Efficiency targets
- Achievement of pre-determined Operations targets
- Achievement of pre-determined Customer targets
- Achievement of pre-determined Employee Engagement targets

The discretionary bonus pool represents the total amount from which individual bonuses will be paid.

Determining Individual Awards
Individual awards for Eligible Employees are determined based on individual performance results and can range from 0 - 10% of an Eligible Employee's Annual Base Salary. Individual Performance is based on the employee's achievement of individual objectives and overall performance.

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An Eligible Employee's Management Team will determine the Individual Performance Rating for that employee for each Plan Period based on the employee's contributions and achievements during the Plan Period.

The individual performance rating acts as a performance multiplier to the proposed cash bonus award so that it can either increase or decrease the proposed award as described below:

3 - Meets Expectations = 100% performance multiplier
4 - Exceeds Expectations = 110% performance multiplier
5 - Always Exceeds Expectations = 120% performance multiplier

Calculation formula for employees:
Eligible Earning X Individual Award Percentages X Individual Performance Multiplier X Pro-ration Factor X Scorecard Blended Performance = Shared Bonus Incentive

Definitions

Pro-ration factor: # days actively employed in a SBP position *divided by* # days in Plan Period

Eligible Earning: Annual Base Salary means the annualized regular compensation paid to an eligible Employee, excluding any other compensation such as but not limited to, bonuses, commissions, over- time, allowances or other discretionary earning. The Annual Base Salary is determined at December 31, of the respective Plan Period

Plan Period: January 1 to December 31

Terms and Conditions

To be eligible for either a full or pro-rated award an employee must have been:

- In an SBP eligible role on or before October 1 of the Plan Period
- An employee will be considered to be actively employed for any calendar month in which the employee actually works at least one day
- Pro-rated awards may be made to Eligible Employees who transfer into or out of positions covered by other cash bonus plans, move from or to a job that is ineligible for the LU SBP or who are on a Company approved leave of absence, on "notice" of termination for part of the Plan Period, retire, or pass away during the Plan Period

An employee is not eligible for a LU SBP award:

- For any period the employee is not actively employed. If an employee meets the eligibility requirements but is actively employed for less than the full Plan Period, the employee's LU SBP award will be based on the number of days the employee is actively employed.
- Employees must be employed on date of payout to be eligible for an award.
- An employee's whose performance is below a "3" rating may not be eligible for an award*
    - **(An employee who received a performance rating below a "3" rating may be eligible for an award only at the discretion and approval of the employee's senior management team)*

Special Rules for Employees Covered by Collective Bargaining Agreement:
Notwithstanding any provision in these guidelines to the contrary, employees covered by a collective bargaining agreement will only be eligible to participate in the discretionary bonus pool to the extent provided under the collective bargaining agreement. Further, the amount of any such bonus will not exceed the negotiated rate per the terms of the collective bargaining agreement.

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Compliance with the U.S. Fair Labor Standards Act
Any bonus paid from the discretionary bonus pool is intended to be a discretionary bonus and therefore excluded for purposes of computing the regular rate of pay for overtime purposes. However, to the extent any bonus is considered in the regular rate of pay under the Fair Labor Standards Act (FLSA), the total amount paid hereunder shall include any overtime pay required to be taken into account under the FLSA so that the aggregate amount paid to the employee shall be equal to the sum of the bonus plus the overtime.

Interpretations and Amendments
These guidelines may be terminated or amended from time to time in the sole and absolute discretion of LU. In the event of any conflicts or inconsistencies between the provisions in these guidelines and any other document or communication, written or oral, concerning the LU discretionary bonus pool, the provisions of this document, as amended from time to time, shall govern.

The Senior Vice-President, LABs, subject to the approval of the Compensation Committee and the Board of Directors in certain cases, shall interpret the provisions of the LU discretionary bonus program, which shall be final and binding on the Company and all LU participants.

Nothing in this document shall create an employment contract or other contract concerning the subject matter contained herein. There is no guarantee that any bonus shall be paid under these guidelines and any payment made hereunder (including the amount of such payment) shall be determined at the sole discretion of LU and not pursuant to any prior contract, agreement, or promise causing any individual to expect such payment on a regular basis.

The Company, in its sole and absolute discretion, reserves the right to terminate or amend the Shared Bonus Pool at any time and in any manner without notice.

June 8, 2017 FINAL

Performance and Restricted Share Unit Plan

for Employees of Algonquin Power & Utilities Corp.

and its Participating Affiliates

Adopted with effect from January 1, 2011, as amended March 6, 2014 and June 8, 2017

23109751.4

1. PREAMBLE AND DEFINITIONS

1.1 Title and Conflict.

The Plan described in this document shall be called the "**Performance and Restricted Share Unit Plan for Employees of Algonquin Power & Utilities Corp. and its Participating Affiliates**".

In the event of any conflict or inconsistency between the Plan described in this document and the Award Agreement (as defined below), the terms and conditions of the Award Agreement shall prevail.

The Plan shall be governed and interpreted in accordance with the laws of the Province of Ontario.

1.2 Purpose of the Plan.

The purposes of the Plan are:

(i) to promote a significant alignment between employees of the Corporation and the participating Affiliates and the growth objectives of the Corporation and the participating Affiliates;

(ii) to associate a portion of participating employees' compensation with the performance of the Corporation and its participating Affiliates over the long term; and

(iii) to attract and retain the critical employees to drive the business success of the Corporation and its participating Affiliates.

1.3 Definitions.

1.3.1 **"Account"** has the meaning set out in Section 5.1.

1.3.2 **"Affiliate"** means any corporation, partnership or other entity (i) in which the Corporation, directly or indirectly, has majority ownership interest or (ii) which the Corporation controls. For the purposes of this definition, the Corporation is deemed to "**control**" such corporation, partnership or other entity if the Corporation possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such corporation, partnership or other entity, whether through the ownership of voting securities, by contract or otherwise.

1.3.3 **"Applicable Law"** means any applicable provision of law, domestic or foreign, including, without limitation, applicable securities and tax legislation, together with all regulations, rules, policy statements, rulings, notices, orders or other instruments promulgated thereunder, and Stock Exchange Rules.

1.3.4 **"Award Agreement"** means the written or electronic agreement between the Corporation and a Participant under which the terms of an award are established, as contemplated by Section 4.1, together with such schedules, amendments, deletions or changes thereto as are permitted under the Plan.

1.3.5 **"Award Date"** means the effective date of a grant of PSUs or RSUs, as applicable, to a Participant as stated in the applicable Award Agreement.

1.3.6 **"Award PSUs"** means the number of PSUs awarded to a Participant in respect of a Performance Period and as stated in the applicable Award Agreement.

1.3.7 **"Award RSUs"** means the number of RSUs awarded to a Participant as stated in the applicable Award Agreement.

1.3.8 **"Award Value"** means the value, in dollars, of an award made to a Participant and as stated in the applicable Award Agreement, which is provided under the Plan in the form of PSUs or RSUs, as the case may be.

1.3.9 **"Board"** means the Board of Directors of the Corporation.

1.3.10 **"Change in Control"** shall be deemed to have occurred for purposes of this Plan if:

(i) there is any change in the holding, directly or indirectly, of securities of the Corporation (or the participating Affiliate by which the applicable Participant is employed) or of any voting rights attached to any securities of the Corporation (or the participating Affiliate by which the applicable Participant is employed), as a result of which any corporation or other person, or a group of corporations or persons acting in concert, or corporations or persons associated with or affiliated with any such corporation, person or group within the meaning of the *Securities Act* (Ontario), would be entitled to cast 50% or more of the votes attached to all shares of the Corporation (or the participating Affiliate by which the applicable Participant is employed) that may be cast to elect directors of the Corporation (or the participating Affiliate by which the applicable Participant is employed), other than a transaction in which holders of the voting shares of the Corporation, or of an Affiliate, as applicable, prior to such transaction continue to control more than fifty percent (50%) of the Corporation's or Affiliate's voting power through a new ownership structure on completion of the transaction and provided that, for greater certainty, a Change in Control shall not include any transaction to which the parties consist only of the Corporation and its Affiliates;

(ii) Incumbent Directors cease to constitute a majority of the Board of the Corporation (for the purposes of this paragraph, an "**Incumbent Director**" shall mean any member of the Board who is a member of the Board immediately prior to the occurrence of a contested election of directors of the Corporation); or

(iii) the Board adopts a resolution to the effect that, for the purposes of this Plan, a Change in Control of the Corporation (or the participating Affiliate by which the applicable Participant is employed) has occurred, or that such a Change in Control is imminent, in which case, the date of the Change in Control shall be deemed to be the date specified in such resolution, provided that the Change in Control actually occurs.

1.3.11 **"Change in Control Price"** means the per Share consideration paid in conjunction with any transaction resulting in a Change in Control (or, if the Board so determines, the cash value of such consideration as determined in good faith by the Board if any part of the consideration is payable other than in cash) or in the event a Change in Control is determined by the Board to arise in connection with an asset sale, the per Share consideration paid for the assets sold pursuant to such Change in Control (or, if the Board so determines, the cash value of such consideration as determined in good faith by the Board if any part of the consideration is payable other than in cash), net of any transaction expenses incurred in connection with such Change in Control to the extent not otherwise reflected in the per Share consideration (or cash value of such consideration as the case may be), plus or minus the residual assets and liabilities of the Corporation, each as determined by the Board in good faith on a per Share basis

1.3.12 **"Committee"** means, in relation to Awards to Participants other than members of the Senior Management Committee, the Senior Management Committee and, in relation to Awards to any member of the Senior Management Committee, the Board or such committee of the Board which may be designated by the Board as the "Committee" with respect to such Awards.

1.3.13 **"Corporation"** means Algonquin Power & Utilities Corp. and any successor corporation, whether by amalgamation, merger or otherwise.

1.3.14 **"Disability"** means a physical or mental incapacity of the Participant that has prevented the Participant from performing the duties customarily assigned to the Participant for one hundred and eighty (180) calendar days, whether or not consecutive, out of any twelve (12) consecutive months and that in the opinion of the Corporation, acting on the basis of advice

from a duly qualified medical practitioner, is likely to continue to a similar degree.

1.3.15 **"Dividend Equivalent Units"** has the meaning set out in Section 5.2.

1.3.16 "**Insider**" has the meaning ascribed to this term for the purposes of the Stock Exchange rules relating to Securities-Based Compensation Arrangements.

1.3.17 **"Market Value"** at any date in respect of the Shares means, subject to Section 1.3.11, the volume weighted average trading price of such Shares on the Toronto Stock Exchange (or, if such Shares are not then listed and posted for trading on the Toronto Stock Exchange, on such stock exchange in Canada on which such Shares are listed and posted for trading as may be selected for such purpose by the Committee) for the five (5) consecutive trading days immediately preceding such date, provided that in the event that such Shares did not trade on any of such trading days, the Market Value shall be the average of the bid and ask prices in respect of such Shares at the close of trading on all of such trading days and provided that in the event that such Shares are not listed and posted for trading on any stock exchange, the Market Value shall be the fair market value of such Shares as determined by the Committee in its sole discretion.

1.3.18 **"Participant"** means such executive or other employee of the Corporation or any Affiliate as the Committee may designate to receive a grant of PSUs or RSUs under the Plan pursuant to an Award Agreement.

1.3.19 "**Performance Adjustment Factor**" means the performance adjustment factor (either upwards or downwards) calculated following the end of the Performance Period in accordance with the Award Agreement.

1.3.20 **"Performance Criteria"** means, in respect of a grant of a PSU, such financial and/or personal performance criteria as may be determined by the Committee in respect of a grant of PSUs to any Employee or Employees and set out in an Award Agreement. Performance Criteria may apply to the Corporation, an Affiliate, the Corporation and its Affiliates as a whole, a business unit of the Corporation or group comprised of the Corporation and one or more Affiliates, either individually, alternatively or in any combination, and measured either in total, incrementally or cumulatively over a specified Performance Period, on an absolute basis or relative to a pre-established target, to previous years' results or to a designated comparator group.

1.3.21 **"Performance Period"** means, in respect of a grant of a PSU, the particular designated time period(s) in respect of which the Performance Criteria are assessed and determined to be satisfied by the Committee in

order for such PSU to become a Vested PSU as set forth in the Award Agreement applicable to such grant.

1.3.22 **"Period of Absence"** means, with respect to a Participant, a period of time that lasts for at least ninety (90) days throughout which the Participant is on a leave of absence from the Corporation or an Affiliate that has been approved by the Corporation or Affiliate, as applicable, a Statutory Leave, or is experiencing a Disability.

1.3.23 **"Plan"** means this Performance and Restricted Share Unit Plan for Employees of Algonquin Power & Utilities Corp. and its Participating Affiliates, including any schedules or appendices hereto, as such may be amended from time to time and as attached to an Award Agreement.

1.3.24 **"PSU Balance"** in respect of any particular date means the number of PSUs recorded in a Participant's Account in respect of a particular Performance Period, which shall include the PSU Award plus all Dividend Equivalent Units in respect of such PSUs.

1.3.25 **"PSU"** means a unit granted to a Participant that is represented by a bookkeeping entry on the books of the Corporation, the value of which on any particular date shall be equal to the Market Value and which generally becomes Vested, if at all, subject to the attainment of certain Performance Criteria and satisfaction of such other conditions to Vesting, if any, as may be determined by the Committee.

1.3.26 "**RSU**" means a unit granted to a Participant that is represented by a bookkeeping entry on the books of the Corporation, the value of which on any particular date shall be equal to the Market Value and which generally becomes Vested, if at all, following a period of continuous employment of the Participant with the Corporation or an Affiliate.

1.3.27 "**RSU Balance**" in respect of any particular date means the number of RSUs recorded in a Participant's Account in respect of a particular Vesting Period, which shall include the RSU Award plus all Dividend Equivalent Units in respect of such RSUs.

1.3.28 "**Securities-Based Compensation Arrangement**" means a stock option, stock option plan, employee stock purchase or ownership plan or any other compensation or incentive mechanism of the Corporation involving the issuance or potential issuance, from treasury, of Shares or other securities of the Corporation to employees, insiders or service providers, including a share purchase from treasury which is financially assisted by the Corporation by way of a loan, guarantee or otherwise.

1.3.29 **"Senior Management Committee"** means the Chief Executive Officer of the Corporation with the input of the Chief Financial Officer of the

Corporation and the President of the Corporation or, in relation to an Award to a Participant employed by a participating Affiliate, the President of such Affiliate, or such other committee or individuals which may be appointed by the Chief Executive Officer of the Corporation to, among other things, interpret, administer and implement the Plan in relation to Awards to Participants other than the members of the Senior Management Committee.

1.3.30 **"Share"** means a common share of the Corporation and such other share as may be substituted for it as a result of amendments to the articles of the Corporation, arrangement, reorganization or otherwise, including any rights that form a part of the common share or substituted share.

1.3.31 **"Statutory Leave"** means, with respect to a Participant, a period of time throughout which the Participant is on a leave of absence to which he or she is entitled under applicable legislation and following which he or she has the right, pursuant to such legislation, to return to active employment with the Corporation or an Affiliate.

1.3.32 **"Stock Exchange"** means the Toronto Stock Exchange, or if the Shares are not listed on the Toronto Stock Exchange, such other stock exchange on which the Shares are listed, or if the Shares are not listed on any stock exchange, then on the over-the-counter market.

1.3.33 **"Stock Exchange Rules"** means the applicable rules of the Stock Exchange.

1.3.34 "**Successor Entity**" shall have the meaning set out in Section 7.8.1(iii).

1.3.35 **"Vested"** means the applicable conditions for payment or other settlement in relation to a whole number, or a percentage (which may be more or less than 100%) of the number of Award PSUs or Award RSUs determined by the Committee, (i) have been met; or (ii) have been waived or deemed to be met pursuant to the terms of the Plan or the applicable Award Agreement, and "**Vest**" or "**Vesting**" have a corresponding meaning

1.3.36 **"Vesting Date"** means, with respect to a PSU or RSU, the date on which the applicable conditions for payment or other settlement of such PSU or RSU are met, deemed to have been met or waived as contemplated in Section 1.3.35.

2. CONSTRUCTION AND INTERPRETATION

2.1 **Gender, Singular, Plural.** In the Plan, references to the masculine include the feminine; and references to the singular shall include the plural and vice versa, as the context shall require.

2.2 **Governing Law.** The Plan shall be governed and interpreted in accordance with the laws of the Province of Ontario and any actions, proceedings or claims in any way pertaining to the Plan shall be commenced in the courts of the Province of Ontario.

2.3 **Severability.** If any provision or part of the Plan is determined to be void or unenforceable in whole or in part, such determination shall not affect the validity or enforcement of any other provision or part thereof.

2.4 **Headings, Sections.** Headings wherever used herein are for reference purposes only and do not limit or extend the meaning of the provisions herein contained. A reference to a section or schedule shall, except where expressly stated otherwise, mean a section or schedule of the Plan, as applicable.

3. EFFECTIVE DATE AND EMPLOYMENT RIGHTS

3.1 **Effective Date.** The Corporation established the Plan effective January 1, 2011. The Plan was subsequently amended and restated effective March 6, 2014, and is further amended and restated as set forth herein effective June 8, 2017.

3.2 **No Employment Rights.** Nothing contained in the Plan shall be deemed to give any person the right to be retained as an employee of the Corporation or of an Affiliate. For greater certainty, except as expressly required by applicable employment standards legislation, a period of notice, if any, or payment in lieu thereof, upon termination of employment, wrongful or otherwise, shall not be considered as extending the period of employment for the purposes of the Plan.

4. PSU AND RSU GRANTS AND PERFORMANCE PERIODS

4.1 **Awards of PSUs and RSUs.** The Plan shall be administered by the Committee.

The Committee shall have the authority in its sole and absolute discretion to administer the Plan and to exercise all the powers and authorities either specifically granted to it under the Plan or necessary or advisable in the administration of the Plan subject to and not inconsistent with the express provisions of this Plan, including, without limitation, the authority to:

4.1.1 determine the Award Value for each award under an Award Agreement;

4.1.2 make grants of PSUs and RSUs in respect of any award under an Award Agreement;

4.1.3 determine the Award Date for grants of PSUs and RSUs, if not the date on which the Committee determines to make such grants under an Award Agreement;

4.1.4 determine the Participants to whom, and the time or times at which, awards shall be made and PSUs and RSUs shall be granted under an Award Agreement;

4.1.5 approve or authorize the applicable form and terms of the related Award Agreements;

4.1.6 determine the terms and conditions of awards, and grants of PSUs and RSUs in respect thereof, to any Participant, including, without limitation the following, (A) the number of PSUs and RSUs to be granted; (B) the Performance Period(s) applicable to PSUs; (C) the Performance Criteria applicable to PSUs and any other conditions to the Vesting of any PSUs and RSUs granted hereunder; (D) the conditions, if any, upon which Vesting of any PSUs or RSUs will be waived or accelerated without any further action by the Committee; (E) the extent to which the Performance Criteria must be achieved in order for any PSUs to become Vested PSUs and the multiplier, if any, that will be applied to determine the number of PSUs that become Vested PSUs having regard to the achievement of the Performance Criteria; (F) the circumstances in which a PSU or RSU shall be forfeited, cancelled or expire; (G) the consequences of a termination of employment with respect to a PSU or RSU; (H) the manner of settlement of Vested PSUs and Vested RSUs, including whether particular Vested PSUs or Vested RSUs will be settled in cash, Shares issued from treasury or Shares bought on the open market; and (I) whether and the terms upon which any Shares delivered upon settlement of a PSU or RSU must continue to be held by a Participant for any specified period;

4.1.7 determine whether and the extent to which any Performance Criteria applicable to the Vesting of a PSU or other conditions applicable to the Vesting of a PSU or RSU have been satisfied or shall be waived or modified;

4.1.8 amend the terms of any outstanding Award Agreement provided, however, that no such amendment, shall be made at any time to the extent such action would materially adversely affect the existing rights of a Participant with respect to any then outstanding PSU or RSU related to such Award Agreement without his or her consent in writing and provided further, however, that the Committee may amend the terms of an Award Agreement without the consent of the Participant if complying with Applicable Law;

4.1.9 determine whether, and the extent to which, adjustments shall be made pursuant to Section 5.3 and the terms of any such adjustments;

4.1.10 interpret the Plan and Award Agreements;

4.1.11 prescribe, amend and rescind such rules and regulations and make all determinations necessary or desirable for the administration and interpretation of the Plan and Award Agreements;

4.1.12 determine the terms and provisions of Award Agreements (which need not be identical) entered into in respect of awards hereunder; and

4.1.13 make all other determinations deemed necessary or advisable for the administration of the Plan.

4.2 **Eligibility and Award Determination.**

4.2.1 In determining the Participants to whom awards may be made and the Award Value (and accordingly the number of PSUs and RSUs to be granted) for each award (subject, in the case of PSUs, to adjustment based on achievement of Performance Criteria), the Committee may take into account such factors as it shall determine in its sole and absolute discretion.

4.2.2 The PSUs granted to a Participant for a Performance Period shall be determined by dividing the Award Value determined for the Participant for such Performance Period by the Market Value as at the end of the calendar quarter immediately preceding the Award Date, rounded down to the next whole number.

4.2.3 The RSUs granted to a Participant shall be determined by dividing the Award Value of an award to be provided to the Participant in the form of RSUs by the Market Value as at the end of the calendar quarter immediately preceding the Award Date, rounded down to the next whole number.

4.2.4 For greater certainty and without limiting the discretion conferred on the Committee pursuant to this Section, the Committee's decision to approve a grant of PSUs in any Performance Period, or any grant of RSUs shall not entitle any Participant to an award of PSUs in respect of any other Performance Period or any future grant of RSUs; nor shall the Committee's decision with respect to the size or terms and conditions of an award require it to approve an award of the same or similar size or with the same or similar terms and conditions to any Participant at any other time. No Participant has any claim or right to receive an award or any PSUs or RSUs.

4.2.5 An Award Agreement shall set forth, among other things, the following: the Award Date of the award evidenced thereby; the number of PSUs or RSUs, as applicable, granted in respect of such award; the Performance Criteria applicable to PSUs and any other conditions to the Vesting of the PSUs or RSUs, as applicable; in the case of PSUs, the applicable

Performance Period; and may specify such other terms and conditions as the Committee shall determine or as shall be required under any other provision of the Plan. The Committee may include in an Award Agreement terms or conditions pertaining to confidentiality of information relating to the Corporation's operations or businesses which must be complied with by a Participant including as a condition of the grant or Vesting of PSUs or RSUs.

4.3 **PSUs and RSUs.** Each whole PSU and RSU will give a Participant the right to receive either a Share or a cash payment as determined by the Committee, in an amount determined in accordance with the terms of the Plan and the applicable Award Agreement. For greater certainty, a Participant shall have no right to receive Shares or a cash payment with respect to any PSUs or RSUs that do not become Vested PSUs or RSUs, as the case may be, under Article 7.

4.4 **Clawback.** Notwithstanding anything in the Plan to the contrary, but subject to the terms of any Award Agreement or any written employment agreement between the Participant and the Corporation or any Affiliate, all PSUs and RSUs granted under the Plan, any Shares issued or payments made under the Plan and any gains realized upon settlement of a PSU or an RSU shall be subject to clawback or recoupment as permitted or mandated by Applicable Law or any policy as enacted, adopted or modified from time to time by the Corporation or an Affiliate.

5. ACCOUNTS, DIVIDEND EQUIVALENTS AND REORGANIZATION

5.1 **Account.** An account ("**Account**") shall be maintained by the Corporation for each award made to each Participant pursuant to an Award Agreement and which will be credited with an opening balance equal to the Award PSUs and/or Award RSUs granted pursuant to such Award Agreement. PSUs or RSUs that fail to vest pursuant to Article 7, or that are paid out to the Participant or his legal representative, shall be cancelled and shall cease to be recorded in the Participant's Account as of the date on which such PSUs or RSUs, as applicable, are forfeited or cancelled under the Plan or are paid out, as the case may be.

5.2 **Dividend Equivalent Units.** Whenever cash dividends are paid on the Shares during the period from the Award Date under the Award Agreement to the date of settlement of the PSUs or RSUs granted thereunder, additional PSUs or RSUs, as applicable, will be credited to the Participant's Account in accordance with this Section 5.2 ("**Dividend Equivalent Units**"). The number of such additional PSUs or RSUs to be credited to the Participant's Account in respect of any particular dividend paid on the Shares will be calculated by dividing (i) the amount of the cash dividend that would have been paid to the Participant if each of the PSUs and RSUs recorded in the Participant's Account as at the record date for the cash dividend had been Shares by (ii) the Market Value on the date on which the dividend is paid on the Shares. Dividend Equivalent Units shall be Vested to the same extent and paid at the same time as the PSUs or RSUs, as applicable, to which they relate and shall

be considered to be designated as payable in Shares or in cash as the related PSUs or RSUs in the Participant's Account are so designated.

5.3 **Adjustments.** In the event of any stock dividend, stock split, combination or exchange of shares, capital reorganization, consolidation, spin-off or other distribution (other than normal cash dividends) of the Corporation's assets to shareholders, or any other similar changes affecting the Shares, proportionate adjustments to reflect such change or changes shall be made with respect to the number of PSUs and RSUs outstanding under the Plan, or securities into which the Shares are changed or are convertible or exchangeable and as may be substituted for Shares under this Plan, on a basis proportionate to the number of PSUs and RSUs in the Participant's Account or some other appropriate basis, all as determined by the Committee in its sole discretion.

6. FUNDING OF AWARDS BY SHARE PURCHASES OR ISSUANCES

6.1 **Maximum Number of Shares Issuable from Treasury**. The maximum number of Shares that are issuable under the Plan to pay awards under the Plan shall be an aggregate of 7,000,000 Shares.

6.2 **Purchases of Shares on Open Market.** Shares may be purchased to satisfy the settlement of Vested PSUs and Vested RSUs pursuant to the Plan by a trustee appointed by the Corporation for this purpose or by a broker designated by the Corporation who is independent of the Corporation in accordance with Stock Exchange Rules. Shares purchased pursuant to this Section 6.2 shall be purchased on the open market at prevailing market prices with amounts contributed by the Corporation or an Affiliate. The designation of a Trustee or broker may be changed from time to time.

6.3 **Issuances of Shares from Treasury**. Any issuances of Shares from treasury to pay awards as contemplated by Section 7.4 shall be issued at a price per Share equal to the Market Value on the date of issuance.

6.4 **Insider Participation Limit**. Awards under the Plan shall not be paid in Shares issued from treasury if, at the time of such issuance, such issuance could result, at any time, in:

6.4.1 the number of Shares reserved for issuance to Insiders under the Plan, together with Shares reserved for issuance to Insiders under all other Securities-Based Compensation Arrangements, exceeding 10% of the issued and outstanding Shares; or

6.4.2 the issuance to Insiders, within a one year period, of a number of Shares under the Plan, together with Shares that may be issued to Insiders under all other Securities-Based Compensation Arrangements, exceeding 10% of the issued and outstanding Shares.

7. VESTING AND PAYMENT OF AWARDS

7.1 **Vesting of PSUs**. Upon the first day immediately following the end of the Performance Period, the PSUs represented by the PSU Balance as at such date shall vest, with the number of Vested PSUs being equal to the PSU Balance as at such date multiplied by the Performance Adjustment Factor as determined by the Committee in accordance with the Award Agreement. For certainty, in the event the Performance Adjustment Factor is equal to zero, no PSUs will vest. Except where the context requires otherwise, each PSU which vests pursuant to this Article 7 and each Dividend Equivalent Unit credited in respect of such PSUs after the end of the Performance Period shall be referred to herein as a Vested PSU. PSUs which do not become Vested PSUs in accordance with this Article 7 shall be forfeited by the Participant and the Participant will have no further right, title or interest in such PSUs. The Participant waives any and all right to compensation or damages in consequence of the termination of employment (whether lawfully or unlawfully) or otherwise for any reason whatsoever insofar as those rights arise or may arise from the Participant ceasing to have rights or be entitled to receive any Shares or cash payment under the Plan pursuant to this Section 7.1.

7.2 **Performance Criteria**. The PSUs granted to a Participant under an Award Agreement and Section 4.1 (and the related Dividend Equivalent Units credited on or before the end of the Performance Period specified in the Award Agreement) shall become Vested PSUs only upon the Committee's determination with respect to the Performance Adjustment Factor in accordance with the Award Agreement applicable to such PSUs or have been waived in accordance with Section 4.1.7.

7.3 **Vesting of RSUs**. Upon the Vesting Date(s) specified in the applicable Award Agreement, the RSUs comprising a Participants RSU Balance shall Vest in such proportion as is may be determined in accordance with such Award Agreement. Except where the context requires otherwise, each RSU which vests pursuant to Article 7 and each Dividend Equivalent Unit credited in respect of such RSU after its Vesting Date shall be referred to herein as a Vested RSU. RSUs which do not become Vested RSUs in accordance with this Article 7 shall be forfeited by the Participant and the Participant will have no further right, title or interest in such RSUs. The Participant waives any and all right to compensation or damages in consequence of the termination of employment (whether lawfully or unlawfully) or otherwise for any reason whatsoever insofar as those rights arise or may arise from the Participant ceasing to have rights or be entitled to receive any Shares or cash payment under the Plan pursuant to this Section 7.3.

7.4 **Payment in Shares.** In the event that a Participant's Vested PSUs or Vested RSUs have been designated by the Committee for settlement in Shares, the Participant or his legal representative, as applicable, shall receive a number of Shares equal to the number of Vested PSUs or Vested RSUs, as the case may be, credited to the Participant's Account on the date fixed by the Committee for the delivery of the Shares in respect of such Vested PSUs or Vested RSUs (rounded

down to the nearest whole number of Shares). Subject to Section 10.10, in the event that such Vested PSUs or Vested RSUs have been designated by the Committee for settlement by way of issuance of Shares from treasury, such Shares shall be distributed to the Participant or his legal representative, as applicable, at such time or times as may be determined in accordance with such Award Agreement. Subject to Section 10.10, in the event that such Vested PSUs or Vested RSUs have been designated by the Committee for settlement by way of the delivery of Shares bought on the open market, such Shares shall be delivered no later than the earlier of (i) the date that is six (6) months following the last day of the Performance Period(or, in the event Vested RSUs are being settled in connection with the Participant's death, no later than six (6) months following the Participant's death); or (ii) December 31 of the third year following the year in which the Participant performed the services to which the Vested PSUs or Vested RSUs relate.

7.5 **Payment in Cash.**

7.5.1 In the event that a Participant's Vested PSUs or Vested RSUs have not been designated by the Committee for settlement in Shares, the Participant or his legal representative, as applicable, shall receive a cash payment equal to: (i) in the case of PSUs, the Market Value determined as of the last day of the Performance Period multiplied by the number of Vested PSUs credited to his PSU Account as of the last day of such Performance Period, (rounded down to the nearest whole number of PSUs); and (ii) in the case of RSUs, the Market Value determined as of the Vesting Date of such RSUs multiplied by the number of Vested RSUs credited to his Account as of the Vesting Date (rounded down to the nearest whole number of RSUs). Subject to Section 10.10, the cash payment shall be made to the Participant or his legal representative, as applicable, in a single lump sum no later than the earlier of (i) the date that is six (6) months following the last day of the Performance Period (or, in the event Vested RSUs are being settled in connection with the Participant's death, no later than six (6) months following the Participant's date of death); or (ii) December 31 of the third year following the year in which the Participant performed the services to which the Vested PSUs or Vested RSUs relate.

7.6 **Death, Period of Absence.**

7.6.1 **Death.** Where the employment of a Participant terminates during a Performance Period in the case of PSUs or prior to a Vesting Date in the case of RSUs by reason of the Participant's death: (i) the PSUs credited to the Participant's Account as at December 31 of the year immediately preceding the Participant's date of death shall continue to be eligible to become Vested PSUs in accordance with Sections 7.1 and 7.2; and (ii) the RSUs credited to the Participant's Account as at December 31 of the year

immediately preceding the Participant's date of death shall Vest as of the Participant`s date of death. The Participant shall be entitled to receive cash or Shares (or a combination thereof), as specified by the Committee, determined in accordance with Sections 7.4 or 7.5. For greater clarity, the number of Vested PSUs used to calculate the value of the payment shall equal the number of Vested PSUs determined in accordance with Sections 7.1 and 7.2 as at December 31 of the year immediately preceding the Participant's date of death.

7.6.2 **Period of Absence.** In the event of a Participant's Period of Absence during a Performance Period for PSUs or prior to a Vesting Date for RSUs and subject to this Section 7.6.2 and Section 7.6.4, PSUs and RSUs credited to the Participant's Account immediately prior to the commencement of such Period of Absence (and any related Dividend Equivalent PSUs and RSUs) shall continue to be eligible to become Vested in accordance with the provisions of Sections 7.1 and 7.2 and the Participant shall be entitled to receive in cash or in Shares (or a combination thereof), as specified by the Committee in respect of such Vested PSUs and Vested RSUs determined in accordance with Section 7.4 or 7.5, as applicable, except that the number of Vested PSUs and Vested RSUs used to calculate the value of the payment shall equal the number of Vested PSUs or Vested RSUs, as applicable determined in accordance with Section 7.1 and 7.2 multiplied by a fraction, the numerator of which equals the number of whole and partial months in the Performance Period for which the Participant actively performed services for the Corporation or an Affiliate and the denominator of which equals the number of whole and partial months in the Performance Period; in the case of PSUs, or in the period from the Award Date to the Vesting Date of such RSUs.

7.6.3 For greater clarity, no additional PSUs or RSUs (whether pursuant to Section 4.1 or in the form of Dividend Equivalent Units) shall be granted to a Participant following his or her date of death or during his or her Period of Absence, including following his or her date of Disability.

7.6.4 Notwithstanding Section 7.6.2, where a Participant experiences a Period of Absence that extends beyond the end of a Performance Period for PSUs or a Vesting Date for RSUs and fails to return to active full-time employment with the Corporation or an Affiliate within one hundred and eighty (180) days following the end of such Performance Period or such Vesting Date, no portion of the PSUs subject to such Performance Period or RSUs that would otherwise Vest on such Vesting Date shall Vest and the Participant shall receive no payment or other compensation in respect of such PSUs or RSUs or loss thereof, on account of damages or otherwise.

7.7 **Other Terminations of Employment.** Except as otherwise provided in the Award Agreement governing the grant of PSUs or RSUs to a Participant or a written employment or other agreement between the Participant and the Corporation or any Affiliate, in the event that, during a Performance Period with respect to PSUs or prior to a Vesting Date with respect to RSUs, (i) the Participant's employment is terminated by the Corporation or an Affiliate of the Corporation for any reason, or (ii) a Participant voluntarily terminates his employment with the Corporation or an Affiliate of the Corporation, including due to retirement, no portion of the PSUs subject to such Performance Period or RSUs that would otherwise Vest on such Vesting Date shall Vest and the Participant shall receive no payment or other compensation in respect of such PSUs or RSUs or loss thereof, on account of damages or otherwise; provided that any Vested PSUs and Vested RSUs will be settled in accordance with Sections 7.4 and 7.5.

7.8 **Change in Control.**

7.8.1 Unless otherwise determined by the Committee or otherwise provided in a written agreement between the Corporation and a Participant, the occurrence of a Change in Control will not result in the Vesting of PSUs or RSUs that have not previously Vested, provided that

(i) such PSUs and RSUs that have not previously Vested will continue to Vest in accordance with the Plan and the Award

(ii) in the case of PSUs, the Performance Adjustment Factor for fiscal years of the Corporation or other relevant periods, as determined in accordance with the Award Agreement for such PSUs, completed prior to the date of the Change in Control shall be based on the actual performance achieved to the date of the Change in Control and the Performance Adjustment Factor for periods following the date of the Change in Control shall be deemed to be 100%; and

(iii) an entity that directly or indirectly acquires control of the Corporation (or the Affiliate that employs the Participant, as applicable) or otherwise becomes a successor to Algonquin Power & Utilities Corp. (or the Affiliate that employs the Participant, as applicable) (a "Successor Entity") agrees to assume the obligations of the Corporation in respect of the Participant's unvested RSUs and PSUs.

7.8.2 Unless determined otherwise by the Committee or pursuant to the terms of a written agreement between the Corporation or a Successor Entity and the Participant, where a Participant's employment terminates following a Change in Control, the provisions of Section 7.6.1 or Section 7.7, as the case may be, shall apply.

7.8.3 Subject to the provisions of Section 7.8.4 or as otherwise provided in the Award Agreement, in the event of a Change in Control, the Committee shall have the discretion to unilaterally determine that all outstanding Awards shall be cancelled upon a Change in Control, and that the value of such Awards, as determined by the Committee in accordance with the terms of the Plan and the Award Agreements, shall be paid out in cash in an amount based on the Change in Control Price within a reasonable time subsequent to the Change in Control.

7.8.4 Notwithstanding Section 7.8.3, no cancellation, acceleration of vesting, lapsing of restrictions, payment of an Award, cash settlement or other payment shall occur with respect to any Award if the Committee reasonably determines in good faith prior to the occurrence of a Change in Control that such Award shall be honored or assumed, or new rights substituted therefor (with such honored, assumed or substituted Award hereinafter referred to as an "Alternative Award") by any Successor Entity; provided, however, that any such Alternative Award must:

(i) be based on stock which is traded on the Toronto Stock Exchange and/or an established U.S. securities market;

(ii) provide such Participant with rights and entitlements substantially equivalent to or better than the rights, terms and conditions applicable under such Award, including, but not limited to, an identical or better Vesting conditions (including Vesting upon termination of employment) and identical or better timing and methods of payment;

(iii) recognize, for the purpose of Vesting provisions, the time that the Award was held prior to the Change in Control; and

(iv) have substantially equivalent economic value to such Award (determined immediately prior to the time of the Change in Control).

8. CURRENCY

8.1 **Currency.** All references in the Plan to currency refer to lawful Canadian or United States currency as indicated.

9. SHAREHOLDER RIGHTS

9.1 **No Rights to Shares.** PSUs and RSUs are not Shares and neither the grant of PSUs or RSUs nor the fact that Shares may be provided by the Corporation in satisfaction of Vested PSUs or Vested RSUs will entitle a Participant to any shareholder rights, including, without limitation, voting rights, dividend entitlement or rights on liquidation.

10. ADMINISTRATION

10.1 **Committee.** Unless otherwise determined by the Board, the Plan shall be administered by the Committee.

10.2 **Delegation and Administration**. The Committee may delegate to any one or more directors, officers or employees of the Corporation and/or its participating Affiliates such duties and powers relating to the Plan as it may see fit. The Committee may, in its discretion, delegate such of its powers, rights and duties under the Plan, in whole or in part, to any committee or any one or more directors, officers or employees of the Corporation and/or its participating Affiliates as it may determine from time to time, on terms and conditions as it may determine, except the Committee shall not, and shall not be permitted to, delegate any such powers, rights or duties to the extent such delegation is not consistent with Applicable Law. .

10.3 **Effects of Committee's Decision**. Any interpretation, rule, regulation, determination or other act of the Committee hereunder shall be made in its sole discretion and shall be conclusively binding upon all persons.

10.4 **Liability Limitation**. No member of the Committee, the Board or any officer, director or employee of the Corporation or any Affiliate shall be liable for any action or determination made in good faith pursuant to the Plan or any Award Agreement under the Plan. To the fullest extent permitted by law, the Corporation and its Affiliates shall indemnify and save harmless each person made, or threatened to be made, a party to any action or proceeding in respect of the Plan by reason of the fact that such person is or was a member of the Committee or the Board or is or was an officer, director or employee of the Corporation or an Affiliate.

10.5 **Compliance with Laws and Policies.** The Corporation's issuance of any PSUs and RSUs and its obligation to make any payments or discretion to provide any Shares hereunder is subject to compliance with Applicable Law. Each Participant shall acknowledge and agree (and shall be conclusively deemed to have so acknowledged and agreed by participating in the Plan) that the Participant will, at

all times, act in strict compliance with Applicable Law and all other laws and any policies of the Corporation applicable to the Participant in connection with the Plan including, without limitation, furnishing to the Corporation all information and undertakings as may be required to permit compliance with Applicable Law. Such laws, regulations, rules and policies shall include, without limitation, those governing "insiders" or "reporting issuers" as those terms are construed for the purposes of Applicable Laws.

10.6 **Withholdings.** So as to ensure that the Corporation or an Affiliate, as applicable, will be able to comply with the applicable provisions of any federal, provincial, state or local law relating to the withholding of tax or other required deductions, the Corporation, or an Affiliate may withhold or cause to be withheld from any amount payable to a Participant, either under this Plan, or otherwise, such amount, or may require the sale of such number of Shares, as may be necessary to permit the Corporation or the Affiliate, as applicable, to so comply. The Corporation and any Affiliate may also satisfy any liability for any such withholding obligations, on such terms and conditions as the Corporation may determine in its sole discretion, by (a) selling on such Participant's behalf, or requiring such Participant to sell, any Shares, and retaining any amount payable which would otherwise be provided or paid to such Participant in connection with any such sale, or (b) requiring, as a condition to the delivery of Shares hereunder, that such Participant make such arrangements as the Corporation may require so that the Corporation and its Affiliates can satisfy such withholding obligations, including requiring such Participant to remit an amount to the Corporation or an Affiliate in advance, or reimburse the Corporation or any Affiliate for, any such withholding obligations.

10.7 **No Additional Rights.** Neither designation of an employee as a Participant nor the establishment of an Award Value for or grant of any PSUs or RSUs to any Participant entitles any person to the establishment of an Award Value, grant, or any additional grant, as the case may be, of any PSUs or RSUs under the Plan.

10.8 **Amendment, Termination.** The Plan may be amended or terminated at any time by the Committee in whole or in part, provided that:

10.8.1 no amendment of the Plan shall, without the consent of the Participants affected by the amendment, or unless required by Applicable Law, adversely affect the rights accrued to such Participants with respect to PSUs or RSUs granted prior to the date of the amendment;

10.8.2 no amendment of the Plan shall be effective unless such amendment is approved by the Stock Exchange; and

10.8.3 approval by a majority of the votes cast by shareholders present and voting in person or by proxy at a meeting of shareholders of the Corporation shall be obtained for any:

10.8.3.1 amendment for which, under the requirements of the Stock Exchange or any applicable law, shareholder approval is required;

10.8.3.2 reduction of the purchase price of Shares issued or purchased to pay awards granted under the Plan or the cancellation and reissuance of awards under the Plan;

10.8.3.3 extension of the term of an award under the Plan beyond the original expiry date of the award;

10.8.3.4 any amendment to remove or exceed the insider participation limit set out in Section 6.4;

10.8.3.5 an increase to the maximum number of Shares issuable from treasury under the Plan;

10.8.3.6 amendments to eligible Participants that may permit the introduction or non-employee directors on a discretionary basis;

10.8.3.7 allowance of awards granted under the Plan to be transferable or assignable other than for estate settlement purposes; or

10.8.3.8 amendment to this Section 10.8.

10.9 **Administration Costs.** The Corporation will be responsible for all costs relating to the administration of the Plan. For greater certainty and unless otherwise determined by the Committee, a Participant shall be responsible for brokerage fees and other administration or transaction costs relating to the transfer, sale or other disposition of Shares on behalf of the Participant that have been previously distributed to or provided to the Participant pursuant to the Plan.

10.10 **Compliance with Section 409A of the U.S. Internal Revenue Code**. Notwithstanding any provision in this Plan or an Award Agreement to the contrary, to the extent a Participant is subject to taxation under the U.S. Internal Revenue Code of 1986, as amended (the "U.S. Tax Code"), then any PSUs and RSUs awarded to such Participant shall be interpreted and administered so that any amount payable with respect to such awards shall be paid in a manner that is either exempt from or compliant with the requirements of Section 409A of the U.S. Tax Code and the applicable regulatory and other guidance issued thereunder ("Section 409A"). In furtherance of the foregoing, and notwithstanding Section 7.4 or 7.5 to the contrary, if any PSU or RSU awarded under this Plan would constitute non-exempt "deferred compensation" for purposes of Section 409A, then payment shall be made to the Participant or his legal representative, as applicable, in a single lump sum, less any applicable statutory withholdings or deductions, either (1) during the immediately following calendar year if the last day of the Performance Period or the

Vesting Date, as applicable, is December 31, or (2) if (1) does not apply, no later than 90 days following the last day of the Performance Period or Vesting Date, as applicable (or, in the event of the Participant's death, no later than 90 days following the date of the Participant's death), provided that the Participant does not have a right to designate the year of the payment. Neither the Committee, the Corporation nor its directors, officers or employees make any representations or warranties regarding the tax treatment of any payments under the Plan and none of them shall be held liable for any taxes, interest, penalties or other monetary amounts owed by a Participant as a result of the application of Section 409A.

11. ASSIGNMENT

11.1 **Assignment.** The assignment or transfer of the PSUs or RSUs, or any other benefits under this Plan, shall not be permitted, other than by operation of law.

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

DE 19-064
Distribution Service Rate Case

Staff Data Requests - Set 3

Date Request Received: 6/17/19
Request No. Staff 3-16

Date of Response: 7/1/19
Respondent: Philip E. Greene
David B. Simek

REQUEST:

Short Term Incentive Plan/Total Rewards, Reference Filing Requirements, Bates I-146–I-152

a. The document footnote is labeled as 4/30/2015. Is this document the Short Term Incentive Plan that was in effect during 2016, 2017, 2018, and 2019 YTD and is reflected in the test year? If not, please provide the Short Term Incentive Plan effective for those years.

b. Provide the Balance Scorecard targets, results, and objectives allocated weighting referred to on pages 1 and 2 of the plan for 2016, 2017, 2018, and 2019 YTD.

RESPONSE:

a. Yes, the Short Term Incentive Plan found at Bates I-146–I-152 is the plan that was in effect during 2016, 2017, 2018, and 2019 YTD.

b. Beginning in 2018 the Balance Scorecard was measured at the regional level. Prior to 2018 the Balance Scorecard was measured at the state level. The Balance Scorecard targets, results, and objectives allocated weighting for 2016 is included in Attachment Staff 3-16.b.1.xlsx. The Balance Scorecard targets, results, and objectives allocated weighting for 2017 is included in Attachment Staff 3-16.b.2.xlsx. The Balance Scorecard targets, results, and objectives allocated weighting for 2018 is included in Attachment Staff 3-16.b.3.xlsx. The 2019 Balance Scorecard information is still preliminary and unavailable.

RE(Period 12

Owner	Section	Region	4-Factor	Description	Region
Our Customers and Communities					30
Timothy D	Stakeholder	East	28.92%	Conduct Operations Safely and Responsibly	10
Timothy D	Stakeholder	East	28.92%	Annual Improvement in "All Injury" Results	5
Brent B.	Stakeholder	East	28.92%	Deliver a Satisfactory Customer Experience	5
	Stakeholder	East	28.92%	Admin Costs (LU-Expenses+Corp Admin)	
	Stakeholder	East	28.92%	Active Customers	
Brent B.	Stakeholder	East	28.92%	Evaluate and control cost per customer metrics	10
Our People and Team					10
Greg R.	People	East	28.92%	Continue Engagement Plan Development / Implementation	10
Our Efficiencies					45
Executive	Efficiency	East	28.92%	Delivery of Targeted Cash Flow - BG Profit	20
Executive	Efficiency	East	28.92%	Delivery of Targeted Earnings - ADJ EBT	20
Executive	Efficiency	East	28.92%	Reduce Cost of Capital through Prudent Investment (CAGR)	4
Executive	Efficiency	East	28.92%	Reduce Cost of Capital through Prudent Investment (FFO/Debt)	1
Our Processes					15
David P.	Business Prc	East	28.92%	Advance Customer First Business Process Overhaul	3
Gerald T.	Business Prc	East	28.92%	Efficient and Effective Management of Capital Re-investment (On Budget-Total CapEx)	10
Gerald T.	Business Prc	East	28.92%	Efficient and Effective Management of Capital Re-investment (On Time)	2
Stakeholders					
People					
Efficiency					
Business Processes					
Total Points					
REGIONAL OBJECTIVES					100
	Regional Obj	East	28.92%	Delivery of Successful Rate Case Outcomes (LTM)	10.0
	Regional Obj	East	28.92%	Delivery of Successful Rate Case Outcomes (Regulatory)	5.0
	Regional Obj	East	28.92%	Delivery of Targeted Distribution Reliability (Electric)	2.9
	Regional Obj	East	28.92%	Delivery of Targeted Distribution Reliability (Gas)	12.1
	Regional Obj	East	28.92%	Delivery of Targeted Distribution Reliability (Water)	-
	Regional Obj	East	28.92%	Deliver Targeted Organic Growth (Connections and Profit Margin)	7.5
	Regional Obj	East	28.92%	Deliver Targeted Organic Growth (Rate Base)	7.5
	Regional Obj	East	28.92%	Advance Granite Bridge Project	45.0
	Regional Obj	East	28.92%	Operate in Accordance with MVA Targets	10.0

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

DE 19-064
Distribution Service Rate Case

OCA Technical Session Data Requests - Set 2

Date Request Received: 10/22/19
Request No. OCA TS 2-12

Date of Response: 11/5/19
Respondent: Philip E. Greene
David B. Simek

REQUEST:

Perhaps another data request with this information has been provided to OCA and overlooked, but the response to OCA TS 1-18, at Attachment OCA TS 1-18.e.3, shows the most recent/latest written LTIP plan/policy as the "2015 LTIP" (for performance periods 2015 to 2017). Explain if the Company provided the 2016 to 2019 written Plans, and cite to these Plans at other data requests or provide these Plans. For example, OCA 7-17 Attachment 7-17.c show the "2018 Bonus Plan Changes", but this does not seem to be the "2018 LTIP" in the same format as the "2015 LTIP" document, and it doesn't show specific EBITDA target "amounts/dollars" for 2018.

RESPONSE:

Attachment OCA TS 1-18.e.3 is not a copy of the most recent/latest written LTIP plan policy. Rather, as stated in the response to OCA TS 1-18, part e., that document was a "sample award letter" for the 2015 LTIP. The most recent version of the LTIP Plan is the document that was provided in the Puc 1604 filing requirements and located at Bates I-153 through Bates I-173. That document has a most recent revision date of June 8, 2017. The LTIP Plan has not changed since that time.

Additional information for the LTIP for the years 2016 through 2018 can be found in the sample award letters provided in Attachment OCA TS 2-12.1 through Attachment OCA TS 2-12.3, respectively.

The reference to Attachment OCA 7-17.c. is not relevant to LTIP as that document was related to STIP.

PRIVATE & CONFIDENTIAL

May 2018

«Common_Name» «Employee_Last_Name»

Re: 2018 Long Term Incentive Retention Program ("LTIP")

Dear «Common_Name»,

Congratulations. We are pleased to confirm your participation in the 2018 LTIP.

The 2018 LTIP discretionary program was developed to recognize and compensate the extraordinary work being completed.

The purpose of this award agreement (this "Award Agreement") is to advise you of the specifics of the Retention Element of your LTIP award.

Capitalized terms utilized but not defined herein shall take the meanings ascribed thereto in Performance Share Unit ("PSU") Plan for Employees of Algonquin Power & Utilities Corp. and its Participating Affiliates" (the "Plan") attached hereto as Appendix B.

The following terms shall be applicable to the PSU award set out under this Award Agreement.

Award Date:	January 1, 2018
Award Value:	CDN «M_2018_Reten_Award_Value_US_EEs_in_CAD_» (this represents «M_2018_LTIP_» of your U.S. base salary as of January 1, 2018, converted with an exchange rate of $1xxxx)
Award PSUs:	«M_2018_Award_PSUs_in_CAD» PSUs (based on Market Value of CDN $xxx as at January 1, 2018)
Performance Period:	January 1, 2018 through December 31, 2020
Performance Adjustment Factor:	[Safety Achievement Factor + Customer Service Achievement Factor + Efficiency Achievement Factor] With each of the above noted factors calculated in accordance with Appendix A hereto.
Performance Modifier:	The Performance Adjustment Factor will be modified by the relative total shareholder return ("TSR") of APUC achieved during the performance period relative to the TSR performance of the TSX Capped Utilities Index over the same period. The modifier will adjust the performance adjustment factor between 80% and 120% depending on the relative TSR performance of APUC as more particularly

described in Appendix C.

This Award Agreement, together with Appendix A, Appendix B, and Appendix C constitute the entire agreement with respect to this long term incentive program award. In the event of any conflict or inconsistency between the terms and conditions of this Award Agreement and the Plan, the terms and conditions of this Award Agreement shall prevail.

To acknowledge your acceptance of the terms of this Award Agreement and the grant of PSUs as set out in this Award Agreement and the Plan, please sign both copies of this Award Agreement and return one copy. You should keep the other copy for your records. The terms of this Award Agreement, including the terms of the Plan, are considered confidential information within the meaning of the confidentiality policies in force and effect in APUC and each of its subsidiaries and must be treated as confidential in the manner required by such policies.

This Award Agreement shall be governed and interpreted in accordance with the laws of the Province of Ontario.

We are grateful for your contributions to our success and are excited about the opportunity to build value over the coming years. If you have any questions about this letter describing our long term incentive program or the Plan, please contact Human Resources.

Please review and sign both copies of the document and return one signed copy to Angela Law, Total Rewards Coordinator.

EMPLOYEE	**ALGONQUIN POWER & UTILITIES CORP.**
_____	_____
«Common_Name» «Employee_Last_Name»	By: Chief Executive Officer
_____	
Date Signed	

APPENDIX A – LTIP Scorecard Achievement Factors

a) Safety Achievement Factor (10%):

The Safety Achievement Factor will be calculated as set out in the table below based on the ratio of the average of the actual United States Occupational Safety and Health Administration (OSHA) recordable incident rate on a consolidated basis across all businesses operated by Algonquin Power & Utilities Corp. over the Performance Period divided by the published industry average OSHA Recordable Incident Rate ("Industry RIR") over the same period. The most recent published average will be used for the third year. The Industry RIR will be calculated as the EBITDA weighted average Industry RIRs for each of the business groups of Algonquin Power & Utilities Corp.

Average Actual OSHA Recordable Incident Rate / Average Industry Average OSHA RIR	Safety Achievement Factor
Less than 0.70	0.200
Between 0.70 and 0.79	0.110
Between 0.80 and 0.94	0.105
Between 0.95 and 1.04	0.100
Between 0.105 and 1.19	0.095
Between 1.20 and 1.29	0.090
Greater than 1.30	0.000

b) Customer Service Achievement Factor (5%):

The Customer Service Achievement Factor will be calculated as set out in the table below based on the average of the measured overall customer satisfaction index of the Distribution business group of Algonquin Power & Utilities Corp. divided by the customer satisfaction target for each year comprising the Performance Period.

Average Overall Customer Satisfaction Scores	Customer Satisfaction Achievement Factor
< 50%	0
= 50%	0.025
> 50% and < = 60%	0.030
> 60% and < = 70%	0.035
> 70% and < = 80%	0.040
> 80% and < = 90%	0.045
> 90% and < = 110%	0.050
> 110% and < = 120%	0.055
> 120% and < = 130%	0.060
> 130% and < = 140%	0.065
> 140% and < = 150%	0.070
> 150%	0.075

c) Efficiency Achievement Factor (85%):

Efficiency Achievement Factor will be calculated as the arithmetic average of the number of 'points' achieved for the 'Efficiency' category set out in the Algonquin Power & Utilities Corp. corporate scorecard for each year of the Performance Period.

Average Efficiency Achievement	Efficiency Factor
< = 0	0
> 0 and < = 20	0.170
> 20 and < = 40	0.340
> 40 and < = 60	0.510
> 60 and < = 80	0.680
> 80 and < = 120	0.850
> 120 and < = 140	1.020
> 140 and < = 160	1.190
> 160 and < = 180	1.360
> 180 and < = 200	1.530
> 200	1.700

APPENDIX B – Performance Share Unit Plan for Employees for Algonquin Power & Utilities Corp. and its Participating Affiliates

APPENDIX C – Performance Adjustment Factor

The Total Shareholder Return (TSR) Modifier will be calculated as set out below, based on the Company's TSR relative to the TSR of a peer group of companies selected by the Company. For the 2018 PSU Awards the selected peer group comprises the companies in the S&P/TSX Capped Utilities Index. The TSR Modifier will be applied to adjust the number of PSUs that Vest based upon the return achieved by shareholders of the Company over the Performance Period in order to promote further alignment between employees and shareholders of the Company. Depending on the Company's TSR relative to the selected peer group, the number of Vested PSUs may be higher or lower than it would be if based solely on the factors set out in paragraphs (a), (b) and (c) of this Appendix A.

Total Shareholder Return (TSR) is defined as the change in the total value of equity investment, taking into account the change in price and the reinvestment of distributions. The TSR Modifier will be calculated as follows:

Performance Level	TSR Ranking vs. Performance Peer Group	Performance Modifier*
Below Threshold / Threshold	*≤ P25*	*80%*
Target	*P26 to P74*	*100%*
Maximum	*≥ P75*	*120%*

**The Performance Modifier when performance is between the Threshold and Target and Target and Maximum will be interpolated on a linear basis*

TSR ranking will be calculated based on cumulative 3-yr TSR over the performance period, and will be based upon the 20-day volume weighted average trading price (VWAP) of the publicly listed common shares of the relevant company at the beginning and ending of the performance period – e.g. for the 2018 PSUs, the starting price will be calculated as the 20-day VWAP on the first trading day of 2018, and the ending price will be calculated as the 20-day VWAP on the final trading day of 2020.

PRIVATE & CONFIDENTIAL

May 2018

«Common_Name» «Employee_Last_Name»

Re: 2018 Long-Term Incentive Recognition Program ("LTIP")

Dear «Common_Name»,

Congratulations! We are pleased to inform you that you have been awarded a 2018 LTIP Recognition Award for your exceptional contribution during 2017.

The purpose of this award agreement is to advise you of the Recognition Element of your LTIP award and to thank you for all your hard work. We attribute our company's continued success to the contributions of employees like you. This LTIP Recognition Award is one of the ways weshow our appreciation of your hard work.

The Recognition Element is also awarded based on your Award Group, which is determined by the region you are located in. Using the recommendation and rationale provided by your manager, your award recognition level is calibrated and finalized by the APUC committee.

Capitalized terms utilized but not defined herein shall take the meanings ascribed to it in Performance Share Unit ("PSU") Plan for Employees of Algonquin Power & Utilities Corp. and its Participating Affiliates" (the "Plan") attached as Appendix B.

The following terms shall apply to the PSU award set out under this Award Agreement.

Award Date:	January 1, 2018
Award Recognition Level:	«M_2018_Recognition_Award»
Award Value:	CDN «M_2018_Rec_Award_US_Employees_in_CAD__» (converted with an exchange rate of $xxxx)
Award PSUs:	«M_2018_Recognition_Award_PSUs_in_CAD» PSUs (based on Market Value of CDN $xxx as at January 1, 2018)
Performance Period:	January 1, 2018, through December 31, 2020

This Award Agreement, together with the information provided in the Retention Element of your LTIP award, constitute the entire agreement concerning this long-term incentive program award. In the event of any conflict or inconsistency between the terms and conditions of this Award Agreement and the Plan, the terms and conditions of this Award Agreement shall prevail.

To acknowledge your acceptance of the terms of this Award Agreement and the grant of PSUs as set out in this Award Agreement and the Plan, please sign both copies of this Award Agreement and return one copy. You should keep the other copy for your records. The terms of this Award Agreement, including the terms of the Plan, are considered confidential information within the meaning of the confidentiality policies in force and effect in APUC and each of its subsidiaries and must be treated as confidential in the manner required by such policies.

This Award Agreement shall be governed and interpreted in accordance with the laws of the Province of Ontario.

We are grateful for your contributions to our success and are excited about the opportunity to continue to build value over the coming years. If you have any questions about this letter describing our long-term incentive program or the Plan, please contact Human Resources.

Please review and sign both copies of the document and return one signed copy to Angela Law, Total Rewards Coordinator.

EMPLOYEE	**ALGONQUIN POWER & UTILITIES CORP.**
_____	_____
«Common_Name» «Employee_Last_Name»	By: Chief Executive Officer
_____	
Date Signed	

REVISED

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

DE 19-064
Distribution Service Rate Case

OCA Data Requests - Set 1

Date Request Received: 5/17/19
Request No. OCA 1-29

Date of Response: 6/25/19
Respondent: David B. Simek

REQUEST:

Provide the amount of severance expense (along with any other related costs related to voluntary and non-voluntary force reductions) recorded on the Company's books for calendar years 2017 and 2018 by account number, and explain why these one-time costs should be recovered in the rate case.

RESPONSE:

In 2017, there was $83,509.72 paid out in severance and booked to Granite State. In 2018, the amount was $52,224.83. In addition to the amount of severance wages paid, employees also received outplacement services for 6 weeks, on average, and employer supplemented medical benefits during their severance periods. Severance payments are not paid through a specific account. Severance is paid through the former employees' regular payroll accounts. Severance costs are a cost of doing business and are not unique to Liberty Utilities. Many times those costs can offset potential litigation costs that might otherwise be incurred.

REVISED RESPONSE:

The original submission included incorrect severance payment amounts. The correct amount of 2017 severance paid out and booked to Granite State was $103,988.95. The correct amount of 2018 severance paid out and booked to Granite State was $70,985.70.

REDACTED

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

DE 19-064
Distribution Service Rate Case

Staff Data Requests - Set 6

Date Request Received: 8/23/19
Request No. Staff 6-4

Date of Response: 9/11/19
Respondent: Philip E. Greene
David B. Simek

REQUEST:

Severance: Reference Staff DR 3-14. The response states that the reasons for the severance payments during the test year were regional staff realignment and mutually agreed upon separation.

a. Of the confidential list of positions provided in the response to Staff 3-14, which ones were related to the regional staff realignment?
b. Were the positions related to the regional staff realignment permanently eliminated?
c. If so, have these eliminated positions been adjusted out of the Company's rate request?
d. If the positions have been eliminated, please provide the amount included in the test year.

RESPONSE:

a. Please see below for explanation of eliminations referenced in Staff DR 3-14:
   - [redacted]**:** Elimination was the result of regional alignment. Roles and responsibilities were combined with other roles and responsibilities shifted to a newly promoted [redacted] role.
   - [redacted]**:** Elimination was result of a mutually agreed upon separation, a replacement was put into place.
   - [redacted]**:** Elimination was the result of a mutually agreed upon separation. Another employee was promoted into this role under new restructured roles and responsibilities within the role.
   - **Two** [redacted]**:** These two positions were permanently eliminated and to filled. Note that all [redacted] labor and other costs are excluded from test year expenses in the revenue requirement calculation.
   - [redacted]**:** Elimination was due to a combination of regional staff realignment as well as a restructuring of the role under a newly created position of

[redacted]. A candidate was hired from outside the Company based on experience and qualifications for this newly restructured role.

- [redacted]**:** Elimination was the result of mutually agreed upon separation. This role was subsequently filled based on a re-evaluation of increasing workload related within the [redacted] department.

b. Please refer to response in sub-part a. above.

c. Please refer to response in sub-part a. above. Based on the specific scenarios, no adjustment is necessary.

d. True eliminations based on positions referenced in Staff DR 3-14 are limited to the [redacted]. None of the labor and other costs related to the [redacted] program are included in the test year expenses arriving at the calculated revenue requirement.

The shaded or redacted information above consists of specific job titles, which could allow one to identify the specific employee referenced in these answers. Therefore, the information is confidential personnel information protected by RSA 91-A:5, IV. Therefore, pursuant to that statute and Puc 203.08(d), the Company has a good faith basis to seek confidential treatment of this information and will submit a motion seeking confidential treatment prior to the final hearing in this docket.

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

DE 19-064
Distribution Service Rate Case

Staff Data Requests - Set 6

Date Request Received: 8/23/19
Request No. Staff 6-31

Date of Response: 9/11/19
Respondent: Philip E. Greene
David B. Simek

REQUEST:

Reference Bates I-083 and Attachment OCA 2-32.a, p. 5 of 5 – Department 9853 - Operations-Production/Dispatch/Control:

a. Please indicate the total amount of costs charged to this account that are included in the Company's requested revenue requirement.

b. Please provide a detail breakdown and explanation for any costs included in the requested revenue requirement, including an explanation as to why these costs (in particular the "production" costs which would appear to be gas related) should be recovered through the proposed electric distribution rates.

RESPONSE:

a. Please see below the total amount of costs charged to the Production/Dispatch/ Control cost center 9853. Note that the Production/Dispatch/Control provides dispatch and control services to all of Liberty's electric operations, including the Company.

GL Account Number	GL Account Name	Test Year Amount
8830-2-9853-51-5010-5800	Operations Supervision & Engineering	276,539
8830-2-9853-51-5010-5810	Load Dispatching	410,263
8830-2-9853-51-5010-5880	Misc Distributions Expenses Labor	12,862
8830-2-9853-51-5400-5810	Load Dispatching	5,121
8830-2-9853-51-5444-7350	Misc Production Expense	69,113
8830-2-9853-69-5010-9207	Operation Supervision & Engineering- Labor	13,025
8830-2-9853-69-5010-9220	Admin Labor Exp Transferred	(15)
8830-2-9853-69-5130-9210	Office Supplies	5,112
8830-2-9853-69-5130-9216	Meals	96
8830-2-9853-69-5131-9211	Travel	2,334
8830-2-9853-69-5131-9213	Communication	52,370
8830-2-9853-69-5200-9220	Admin Expense Transferred	(99,386)
8830-2-9853-69-5200-9230	Outside Services	227
		747,660

b. The charges in question represent labor and non-labor costs incurred by Company for activities related dispatch and control services performed for the Company's electric side of the business. Note that the Production/Dispatch/Control department consists of Liberty

employees that are based in New Hampshire, and provide dispatch and control services for all of Liberty's electric distribution businesses. Above amounts represent direct charges to the Company (Granite State Electric) for these services. Credit amounts in FERC 9220 accounts represent credits for overhead costs on labor capitalized and/or billed to other Liberty companies for services performed by these New Hampshire based employees.

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

DE 19-064
Distribution Service Rate Case

Staff Data Requests - Set 6

Date Request Received: 8/23/19
Request No. Staff 6-30

Date of Response: 9/11/19
Respondent: Philip E. Greene
David B. Simek

REQUEST:

Reference Bates I-079 through I-080 and Attachment OCA 2-32.a. p. 5 of 5 - Department 9835 - Energy Procurement:

a. Please indicate the total amount of costs charged to this account that are included in the Company's requested revenue requirement.

b. Please provide a detail breakdown and explanation for any costs included in the requested revenue requirement, including an explanation as to why these "energy procurement" costs should be recovered through the proposed distribution rates.

RESPONSE:

a. Please see below for charges to the Company booked within the Energy Procurement cost center 9835.

GL Account Number	GL Account Name	Test Year Amount
8830-2-9835-69-5010-9200	A&G salaries - Energy Procurement	30,857
8830-2-9835-69-5010-9201	A&G Salaries LUC Energy procurement	5,626
8830-2-9835-69-5010-9208	LU Corp US Energy Procurement labor	39,959
8830-2-9835-69-5010-9209	East Region Labor - Energy Procurement	5,308
8830-2-9835-69-5130-9210	Office Supplies-Energy Procurement	22,614
8830-2-9835-69-5131-9211	Travel - Energy Procurement	495
8830-2-9835-69-5131-9212	Utilities - Energy Procurement	7,433
8830-2-9835-69-5131-9215	Training	485
8830-2-9835-69-5200-9220	Admin Expenses Transferred - Credit EE	(19,678)
8830-2-9835-69-5200-9230	Outsided services-Energy Procurement	303
		93,401

b. The charges in question represent labor and non-labor costs incurred by Company for activities related to services performed for the procurement of energy for the Company's electric side of the business. Note that the Energy Procurement department consists of Liberty Corporate employees that are based in New Hampshire, and provide related services for all of Liberty's electric distribution businesses. Above amounts represent costs incurred in performance of activities for the Company. Credit amounts in FERC

Docket No. DE 19-064 Request No. Staff 6-30

9220 accounts represent credits for overhead costs on labor capitalized and/or billed to other Liberty companies for services performed by these New Hampshire based employees.

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

DE 19-064
Distribution Service Rate Case

Staff Data Requests - Set 6

Date Request Received: 8/23/19
Request No. Staff 6-28

Date of Response: 9/11/19
Respondent: Philip E. Greene
David B. Simek

REQUEST:

Reference Attachment OCA 2-32.a. For the following test year amounts:

a. Please explain in detail the costs involved (including, for allocated affiliated payroll amounts, a detailed description of the services provided).

b. Please provide supporting invoices and/or other explanatory documentation that explain the costs in detail.

c. Please explain any differences (if 25 percent or greater) from the corresponding amounts from 2017.

Account Number	$ Amount
from p. 1 of 5:	
8830-2-0000-10-1618-1070	528,005
8830-2-0000-69-5280-9250	71,942
8830-2-9800-69-5131-9213	112,237
8830-2-9800-69-5200-9230	62,644
8830-2-9810-69-5010-9204	21,621
from p. 2 of 5:	
8830-2-9810-69-5200-9230	27,503
8830-2-9812-69-5010-9204	17,939
8830-2-9812-69-5131-9215	14,094
8830-2-9815-69-5010-9204	21,680
8830-2-9815-69-5010-9206	44,445
8830-2-9815-69-5010-9209	7,623
8830-2-9815-69-5010-9210	7,018
8830-2-9815-69-5131-9215	4,789
8830-2-9817-69-5010-9204	4,276
8830-2-9820-69-5010-9207	58,358

8830-2-9820-69-5010-9209	9,641
8830-2-9820-69-5131-9213	7,895
8830-2-9820-69-5200-9238	47,255
8830-2-9823-69-5010-9204	15,019

from p. 3 of 5:

8830-2-9823-69-5280-9250	94,366
8830-2-9824-69-5200-9230	5,041
8830-2-9825-69-5010-9204	16,241
8830-2-9830-69-5200-9230	11,530
8830-2-9835-69-5010-9208	39,959
8830-2-9835-69-5130-9210	11,864

from p. 4 of 5:

8830-2-9850-69-5200-9220	(161,888)
8830-2-9860-69-5010-9202	215,838
8830-2-9860-69-5010-9209	100,029
8830-2-9860-69-5200-9220	(157,760)
8830-2-9865-69-5010-9201	59,150
8830-2-9865-69-5010-9209	22,336
8830-2-9865-69-5200-9230	10,967
8830-2-9865-69-5250-9030	412,121
8830-2-9868-69-5131-9211	5,270

RESPONSE:

a. The costs involved would be directly related to the account number description. For the explanation in detail of the costs involved (including, for allocated affiliated payroll amounts, a detailed description of the services provided), please refer to Attachment OCA 2-31.

b. To provide the invoices and supporting documentation that explain the costs in detail would involve an inordinate amount of time to research as the totals represent numerous costs accumulated over the course of the year. Each account and amount listed above may have multiple invoices. It would be more beneficial and efficient to discuss in person to understand the information and processes involved rather than provide a multitude of invoices.

c. A large number of the differences from 2017 relate to the general ledger account restructuring that has been discussed in several responses. In addition, please refer to the responses to parts a. and b. above.

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

DE 19-064
Distribution Service Rate Case

Staff Data Requests - Set 6

Date Request Received: 8/23/19
Request No. Staff 6-27

Date of Response: 9/11/19
Respondent: Philip E. Greene
David B. Simek

REQUEST:

Reference Attachment OCA 2-32.a. Please re-format this attachment adding department names and subtotals by department.

RESPONSE:

Please see Attachment Staff 6-27 in which Attachment OCA 2-32.a has been reformatted to include department names and subtotals by department.

DIRECT CHARGES

Account / Department	2015	2016	2017	2018	Grand Total
8830-2-0000-10-1101-1423	$ -	$ -	$ 24,674.54	$ 33,467.80	$ 58,142 34
8830-2-0000-10-1168-1821		107.16			107.16
8830-2-0000-10-1240-1650	81,240.69	262,140.84	192,399.44	201,434.25	737,215 22
8830-2-0000-10-1251-1843	5,932.92	1,573.68	6,014.16		13,520.76
8830-2-0000-10-1615-1830				1,384.61	1,384 61
8830-2-0000-10-1618-1070	442,611.04	969,970.93	118,155.28	528,004.79	2,058,742.04
8830-2-0000-10-1930-1823	390.24	3,914.23			4,304.47
8830-2-0000-10-1930-1825				7,112.57	7,112.57
8830-2-0000-20-2110-2420	222,272.49	196,130.02	210,741.99	188,580.66	817,725.16
8830-2-0000-20-2142-2423			14,825.21	10,486.24	25,311.45
8830-2-0000-20-2930-2283			(501,164.74)	63,389.13	(437,775.61)
8830-2-0000-51-5435-5800		3,514.83			3,514 83
8830-2-0000-69-5043-9260		93.74			93.74
8830-2-0000-69-5043-9267	7,291.71				7,291.71
8830-2-0000-69-5044-9260	(806.56)		3,317.40		2,510.84
8830-2-0000-69-5130-9210	(250.85)	11,615.66			11,364.81
8830-2-0000-69-5131-9212	484.52				484.52
8830-2-0000-69-5131-9215	3,936.76				3,936.76
8830-2-0000-69-5200-9220			(7,974.72)		(7,974.72)
8830-2-0000-69-5200-9230	19,586.05	5,319.53			24,905.58
8830-2-0000-69-5250-9030	398,710.68	369,369.67	32,305.69		800,386.04
8830-2-0000-69-5250-9050	60,296.24				60,296.24
8830-2-0000-69-5280-9250		2,816.57	110.70	71,942.41	74,869.68
8830-2-0000-69-5390-9120	3,724.64				3,724.64
8830-2-0000-69-5615-9302	15,000.00				15,000.00
8830-2-0000-69-7450-4263		28.86	76.83		105.69
8830-2-0000-80-8550-4310		250.00		13.37	263.37
Total 0000 - General	**1,260,420.57**	**1,826,845.72**	**93,481.78**	**1,105,815.83**	**4,286,563.90**
8830-2-9800-69-5010-9204	153,834.55	48,759.72	20,556.26	2,247.16	225,397.69
8830-2-9800-69-5010-9205			22,568.09	17,777.16	40,345.25
8830-2-9800-69-5010-9206			46,680.66	36,158.41	82,839.07
8830-2-9800-69-5130-9210	3,762.00	3,812.65	1,669.61	11,104.26	20,348.52
8830-2-9800-69-5130-9215	8,566.63	1,071.10	2,110.97	142.35	11,891.05
8830-2-9800-69-5130-9216	533.83	38.44	459.37	91.87	1,123.51
8830-2-9800-69-5131-9211	8,189.65	683.30	6,879.53	6,895.27	22,647.75
8830-2-9800-69-5131-9212	4,745.93	678.46			5,424 39
8830-2-9800-69-5131-9213	15,608.62	5,828.41	58,053.87	112,236.99	191,727 89
8830-2-9800-69-5131-9215		131.61		11.74	143.35
8830-2-9800-69-5200-9230	69,208.83	63,481.17	16,658.90	62,644.12	211,993.02
8830-2-9800-69-5200-9237				9,418.80	9,418 80
8830-2-9800-69-5200-9238				10,598.79	10,598.79
Total 9800 - Corporate IT	**264,450.04**	**124,484.86**	**175,637.26**	**269,326.92**	**833,899.08**
8830-2-9801-69-5010-9204	37.97	118,256.10	89,498.71	108,593.08	316,385 86
8830-2-9801-69-5010-9206			2,457.69	45.88	2,503.57
8830-2-9801-69-5130-9215		224.36	77.85	7,616.73	7,918 94
8830-2-9801-69-5200-9230		9,080.10	13,802.95	12,559.30	35,442.35
Total 9801 - Transition	**37.97**	**127,560.56**	**105,837.20**	**128,814.99**	**362,250.72**
					-
8830-2-9810-69-5010-9204	64.23	2,675.95	10,708.74	21,621.37	35,070 29
8830-2-9810-69-5010-9209				6,809.49	6,809.49
8830-2-9810-69-5043-9268				3,003.60	3,003 60
8830-2-9810-69-5044-9260			34,723.15		34,723.15
8830-2-9810-69-5130-9210		52.63	2,349.63	2,090.14	4,492.40
8830-2-9810-69-5130-9215	381.13	876.83	4,222.04	924.60	6,404 60
8830-2-9810-69-5130-9216		105.33		560.92	666.25
8830-2-9810-69-5131-9211	202.11	941.32	1,842.69	2,867.49	5,853 61
8830-2-9810-69-5131-9215			1,158.23	7,343.12	8,501 35
8830-2-9810-69-5200-9230	3,216.61	14,366.31	40,163.76	27,502.92	85,249 60
Total 9810- Human Resources	**3,864.08**	**19,018.37**	**95,168.24**	**72,723.65**	**190,774.34**
8830-2-9811-69-5010-9204	13,900.51	14,393.32	13,919.32	12,445.08	54,658 23
8830-2-9811-69-5010-9206			1,395.48	405.00	1,800.48

Account / Department	2015	2016	2017	2018	Grand Total
8830-2-9811-69-5130-9215	529.85	133.99	686.92	5,734.06	7,084 82
8830-2-9811-69-5200-9237				4,511.68	4,511 68
Total 9811- Payroll & HRIS	**14,430.36**	**14,527.31**	**16,001.72**	**23,095.82**	**68,055.21**
8830-2-9812-69-5010-9204	2,136.74	2,202.96	11,289.48	17,938.70	33,567 88
8830-2-9812-69-5010-9206			2,806.09	1,497.48	4,303.57
8830-2-9812-69-5130-9215	549.64	1,871.58	1,892.77	2,366.53	6,680.52
8830-2-9812-69-5130-9216		152.62	149.31	31.07	333.00
8830-2-9812-69-5131-9211		1,518.85	745.76	2,204.25	4,468 86
8830-2-9812-69-5131-9215				14,093.68	14,093 68
8830-2-9812-69-5200-9230	632.68				632.68
8830-2-9812-69-5200-9237				3,773.18	3,773.18
Total 9812 - Learning and Development	**3,319.06**	**5,746.01**	**16,883.41**	**41,904.89**	**67,853.37**
8830-2-9815-69-5010-9204	2,785.66	5,562.27	4,200.84	21,680.47	34,229 24
8830-2-9815-69-5010-9206			17,022.78	44,445.30	61,468.08
8830-2-9815-69-5010-9209				7,623.34	7,623 34
8830-2-9815-69-5130-9210		3,767.32	2,392.20	7,018.21	13,177.73
8830-2-9815-69-5130-9215	1,260.48	2,040.50	4,962.63	(6,663.69)	1,599.92
8830-2-9815-69-5130-9216	154.01	372.82	343.26	592.86	1,462.95
8830-2-9815-69-5131-9211	685.16	2,541.96	3,954.46	4,444.82	11,626.40
8830-2-9815-69-5131-9213			85.72		85.72
8830-2-9815-69-5131-9214		396.80	85.26	166.90	648.96
8830-2-9815-69-5131-9215		3,078.00	88.42	4,788.70	7,955.12
8830-2-9815-69-5200-9230		2,265.39	6,501.17	6,025.11	14,791 67
Total 9815 - Environmental/Health and Safety	**4,885.31**	**20,025.06**	**39,636.74**	**90,122.02**	**154,669.13**
8830-2-9817-69-5010-9204				4,275.82	4,275 82
Total 9817 - Communications	**-**	**-**	**-**	**4,275.82**	**4,275.82**
8830-2-9820-69-5010-9201	54,586.08	(32.21)	1,954.86	8,920.65	65,429 38
8830-2-9820-69-5010-9204	7,190.20				7,190 20
8830-2-9820-69-5010-9205	83,672.54	111,251.78	77,835.84	89,115.18	361,875.34
8830-2-9820-69-5010-9207			5,752.16	58,358.46	64,110 62
8830-2-9820-69-5010-9209				49,640.56	49,640.56
8830-2-9820-69-5130-9210	2,396.57		765.96	105.99	3,268.52
8830-2-9820-69-5130-9215	303.10	148.73	145.50	16.31	613 64
8830-2-9820-69-5130-9216	477.85		28.79	111.12	617.76
8830-2-9820-69-5131-9211	2,752.94	826.82	2,770.09	3,512.41	9,862.26
8830-2-9820-69-5131-9213			732.04	7,894.65	8,626 69
8830-2-9820-69-5131-9215				195.00	195.00
8830-2-9820-69-5131-9216			151.34	201.37	352.71
8830-2-9820-69-5200-9220				(14,532.62)	(14,532.62)
8830-2-9820-69-5200-9230	7,541.37	38,489.73	23,905.86	47,254.57	117,191.53
8830-2-9820-69-5200-9238				670.62	670 62
Total 9820 - Finance & Administration	**158,920.65**	**150,684.85**	**114,042.44**	**251,464.27**	**675,112.21**
8830-2-9821-69-5010-9204			1,906.12	2,891.27	4,797.39
8830-2-9821-69-5200-9237				1,284.88	1,284.88
Total 9821 - ERM	**-**	**-**	**1,906.12**	**4,176.15**	**6,082.27**
8830-2-9822-69-5010-9204	2,522.60				2,522.60
8830-2-9822-69-5010-9205	25,437.49	23,015.53	17,739.40	15,196.51	81,388 93
8830-2-9822-69-5200-9238				3,952.90	3,952 90
Total 9822 - Corporate	**27,960.09**	**23,015.53**	**17,739.40**	**19,149.41**	**87,864.43**
8830-2-9823-69-5010-9204	193.96		3,944.75	15,019.48	19,158.19
8830-2-9823-69-5010-9205	3,518.05	4,058.31	792.74	866.45	9,235.55
8830-2-9823-69-5010-9207			169.21	172.55	341.76
8830-2-9823-69-5010-9209				1,890.51	1,890.51
8830-2-9823-69-5130-9210				169.50	169.50
8830-2-9823-69-5130-9216				3.15	3.15
8830-2-9823-69-5131-9211			22.82		22.82
8830-2-9823-69-5131-9214			24.88		24.88
8830-2-9823-69-5131-9216			10.21		10.21

Account / Department	2015	2016	2017	2018	Grand Total
8830-2-9823-69-5200-9230	282.50	1,675.13	6,755.71	479.59	9,192 93
8830-2-9823-69-5280-9250			6,910.00	94,366.32	101,276 32
Total 9823 - Legal	**3,994.51**	**5,733.44**	**18,630.32**	**112,967.55**	**141,325.82**
8830-2-9824-69-5010-9204	581.95				581 95
8830-2-9824-69-5010-9205	24,545.08	7,868.46	9,800.49	13,587.13	55,801.16
8830-2-9824-69-5130-9215	672.34	819.03			1,491 37
8830-2-9824-69-5130-9216	69.61	128.16	57.52	227.40	482 69
8830-2-9824-69-5131-9211		346.88	545.88	886.54	1,779.30
8830-2-9824-69-5200-9230		319.18		5,040.70	5,359.88
8830-2-9824-69-5200-9238				4,384.32	4,384.32
Total 9824 - Internal Audit	**25,868.98**	**9,481.71**	**10,403.89**	**24,126.09**	**69,880.67**
8830-2-9825-69-5010-9204	7,144.52	10,085.03	3,230.56	16,241.05	36,701.16
8830-2-9825-69-5130-9210			6.66		6 66
8830-2-9825-69-5130-9215	371.04	22.20			393.24
8830-2-9825-69-5130-9216			150.14	34.04	184.18
8830-2-9825-69-5131-9211	68.25	90.46	305.15		463 86
8830-2-9825-69-5200-9237				1,915.58	1,915.58
Total 9825 - Procurement	**7,583.81**	**10,197.69**	**3,692.51**	**18,190.67**	**39,664.68**
8830-2-9827-69-5010-9204			24,509.32	31,674.77	56,184.09
8830-2-9827-69-5010-9205		33,380.40	3,254.69		36,635.09
8830-2-9827-69-5010-9207			3,337.61		3,337 61
8830-2-9827-69-5130-9216		15.06	21.75		36.81
8830-2-9827-69-5131-9211		704.85	211.29		916.14
8830-2-9827-69-5200-9237				341.08	341.08
Total 9827 - Legal	**-**	**34,100.31**	**31,334.66**	**32,015.85**	**97,450.82**
8830-2-9828-69-5010-9205			28,388.85	85.37	28,474 22
8830-2-9828-69-5010-9207				216.55	216.55
8830-2-9828-69-5200-9238				53.22	53 22
Total 9828 - Compliance	**-**	**-**	**28,388.85**	**355.14**	**28,743.99**
8830-2-9830-69-5010-9201	1,370.29	8,715.09	3,438.62	2,702.02	16,226.02
8830-2-9830-69-5130-9210				4.40	4.40
8830-2-9830-69-5130-9215	82.36	17.51			99.87
8830-2-9830-69-5130-9216	27.26	148.53	199.40	19.76	394 95
8830-2-9830-69-5131-9211	493.17	2,186.49	1,756.24	1,773.32	6,209 22
8830-2-9830-69-5200-9230	6,539.94	1,016.73	1,760.28	11,529.61	20,846.56
Total 9830 - Regulatory	**8,513.02**	**12,084.35**	**7,154.54**	**16,029.11**	**43,781.02**
8830-2-9835-69-5010-9201			3,963.05	5,625.94	9,588 99
8830-2-9835-69-5010-9208			28,289.27	39,958.52	68,247.79
8830-2-9835-69-5010-9209				5,308.29	5,308 29
8830-2-9835-69-5130-9210			259.06	11,863.61	12,122 67
8830-2-9835-69-5131-9211	76.67	1,720.34	2,506.40	494.63	4,798.04
8830-2-9835-69-5131-9215				485.00	485.00
8830-2-9835-69-5200-9230			7,317.31	303.07	7,620 38
Total 9835 - Energy Procurement	**76.67**	**1,720.34**	**42,335.09**	**64,039.06**	**108,171.16**
8830-2-9850-69-5010-9201	45,451.31	52,469.97	30,593.88	28,661.35	157,176.51
8830-2-9850-69-5010-9208			304.24	(16,816.31)	(16,512.07)
8830-2-9850-69-5130-9210	19.18			2,549.52	2,568.70
8830-2-9850-69-5130-9215	3,033.82	273.73	109.93		3,417.48
8830-2-9850-69-5130-9216	738.93	510.18	685.61	533.21	2,467 93
8830-2-9850-69-5131-9211	3,627.63	5,779.20	2,351.30	13,349.17	25,107 30
8830-2-9850-69-5131-9213	348.42				348.42
8830-2-9850-69-5200-9220				(161,887.60)	(161,887.60)
8830-2-9850-69-5200-9230	12,412.23	15,247.66		500.55	28,160.44
Total 9850 - Operations	**65,631.52**	**74,280.74**	**34,044.96**	**(133,110.11)**	**40,847.11**
8830-2-9851-51-5400-5810			4,032.00		4,032.00
8830-2-9851-51-5435-5880			6,873.32	18,150.40	25,023.72
8830-2-9851-56-5210-5930			1,537.50		1,537.50
8830-2-9851-69-5130-9216			79.73		79.73

Account / Department	2015	2016	2017	2018	Grand Total
8830-2-9851-69-5131-9211		937.02	6,715.16	1,641.97	9,294.15
8830-2-9851-69-5200-9230		2,455.38	305.11		2,760.49
Total 9851 - Operations Electric/System Control	**-**	**3,392.40**	**19,542.82**	**19,792.37**	**42,727.59**
8830-2-9853-69-5010-9207				13,024.50	13,024.50
8830-2-9853-69-5130-9210				4,416.95	4,416 95
Total 9853 - Operations-Production/Dispatch/Control	**-**	**-**	**-**	**17,441.45**	**17,441.45**
8830-2-9854-69-5130-9210			17.72		17.72
8830-2-9854-69-5131-9211		579.59			579.59
Total 9854 - Operations Engineering	**-**	**579.59**	**17.72**	**-**	**597.31**
8830-2-9860-69-5010-9202	95,403.35	264,198.20	201,347.05	215,837.70	776,786.30
8830-2-9860-69-5010-9204	18,917.59	17,654.11	36,623.10	7,234.69	80,429.49
8830-2-9860-69-5010-9209			139,171.78	100,029.13	239,200.91
8830-2-9860-69-5130-9210			2,338.67	2,341.70	4,680 37
8830-2-9860-69-5130-9215	1,080.23	35.11	90.28		1,205 62
8830-2-9860-69-5130-9216			1,986.98	892.89	2,879 87
8830-2-9860-69-5130-9217		8,835.11			8,835.11
8830-2-9860-69-5131-9211		725.57	3,724.54	3,655.17	8,105 28
8830-2-9860-69-5131-9213				24.42	24.42
8830-2-9860-69-5131-9214			29.40		29.40
8830-2-9860-69-5131-9215			866.89	20.72	887.61
8830-2-9860-69-5200-9220				(157,760.48)	(157,760.48)
8830-2-9860-69-5200-9237				5,367.53	5,367.53
Total 9860 - Executive	**115,401.17**	**291,448.10**	**386,178.69**	**177,643.47**	**970,671.43**
8830-2-9865-69-5010-9201	2,954.21	440.40	17,235 34	59,150.57	79,780.52
8830-2-9865-69-5010-9209				22,336.07	22,336.07
8830-2-9865-69-5130-9210			2,871.57	2,529.61	5,401.18
8830-2-9865-69-5130-9215	26.86		1,500.00	179.47	1,706 33
8830-2-9865-69-5130-9216	40.35	87.02	23.46	336.59	487.42
8830-2-9865-69-5131-9211		1,844.39	401.82	1,167.42	3,413 63
8830-2-9865-69-5200-9230	4,352.99	69.24	503.74	10,966.79	15,892.76
8830-2-9865-69-5200-9238				(1,054.95)	(1,054.95)
8830-2-9865-69-5250-9030			297,417.57	412,120.73	709,538.30
Total 9865 - Billing/Collections/ Customer Care/ Meter Data Services	**7,374.41**	**2,441.05**	**319,953.50**	**507,732.30**	**837,501.26**
8830-2-9867-69-5010-9160				1,363.55	1,363.55
8830-2-9867-69-5010-9207				5,170.85	5,170.85
8830-2-9867-69-5390-9160		296.72	837.80	502.49	1,637.01
Total 9867 - Sales and Marketing	**-**	**296.72**	**837.80**	**7,036.89**	**8,171.41**
8830-2-9868-69-5010-9201		4,619.77	8,571.87	6,753.31	19,944 95
8830-2-9868-69-5130-9210				8.45	8.45
8830-2-9868-69-5130-9215		1,147.50			1,147.50
8830-2-9868-69-5130-9216		202.54	79.90	318.78	601.22
8830-2-9868-69-5131-9211		36.25	2,166.91	5,270.26	7,473.42
8830-2-9868-69-5131-9215				341.40	341.40
8830-2-9868-69-5200-9230		30,796.00	5,450.38		36,246 38
8830-2-9868-69-7450-4264			5,452.13	9,952.31	15,404.44
Total 9868 - Governmental Affairs	**-**	**36,802.06**	**21,721.19**	**22,644.51**	**81,167.76**
8830-2-9870-69-5010-9204	1,100.05				1,100.05
8830-2-9870-69-5010-9205	13,779.79	15,529.27	15,187.69	6,613.12	51,109.87
8830-2-9870-69-5200-9238				27.84	27.84
Total 9870 - Corporate	**14,879.84**	**15,529.27**	**15,187.69**	**6,640.96**	**52,237.76**
Grand Total	**$ 1,987,612.06**	**$ 2,809,996.04**	**$ 1,615,758.54**	**$ 2,904,415.08**	**$ 9,317,781.72**

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

DE 19-064
Distribution Service Rate Case

Staff Data Requests - Set 6

Date Request Received: 8/23/19
Request No. Staff 6-19

Date of Response: 9/11/19
Respondent: Philip E. Greene
David B. Simek

REQUEST:

Legal Costs 8830-2-9823-69-5200-9230 Outside services-Legal

	2016	2017	2018	Average
8830-2-9823-69-5200-9230 Outsided services-Legal	$41,783.81	$32,075.94	$54,620.21	$42,826.65
Change from prior year		$ (9,707.87)	$22,544.27	
Percent change from prior year		-23.2%	70.3%	
Source:				
Puc 1604.01(a)(1)b PL Page 3 of 8 (Bates I-031)				
Puc 1604.01(a)(1)c PL Page 3 of 8 (Bates I-044)				

a. Please explain the significant increase in outside legal costs from 2017 to 2018?

b. What services were provided by outside legal during the test year?

RESPONSE:

a. Outside legal services are variable due to events outside the Company's control, such as costs to defend lawsuits against the Company or to investigate such a claim prior to suit being filed. Two such events occurred in 2018 – the Company retained outside counsel to defend a civil claim in federal court ($15,424), and retained another outside counsel to investigate a threatened claim ($13,154).

b. The services that fall into the "outside services – Legal" category during the test year include the two matters described above, costs to publish orders of notice and other PUC matters in newspapers, costs for transcripts from the PUC stenographer, court filing and service fees, and off-site records storage costs.

Income Statement Test Year by Quarter

	Granite StateGSE 2018 Q1 YTD	Granite StateGSE 2018 Q2 YTD	Granite StateGSE 2018 Q3 YTD	Granite State 2018 Q4 YTD
8830-2-9815-69-5130-9210 Office Supplies-Environmental/Health& Safety	7,704.26	9,015.85	23,289.48	26,637.08
8830-2-9815-69-5130-9215 Office Supplies & Expense EHSS LU Head Office	0.00	0.00	0.00	(6,663.69)
8830-2-9815-69-5130-9216 Meals & Entertain. EHSS LU Head Office	38.81	316.50	438.24	592.86
8830-2-9815-69-5131-9211 Travel-EHSS	223.72	1,878.81	2,744.91	4,444.81
8830-2-9815-69-5131-9212 Utilities-EHSS	5,934.22	7,718.14	8,793.90	9,511.63
8830-2-9815-69-5131-9213 Communication	139.96	139.96	139.96	139.96
8830-2-9815-69-5131-9214 Dues & Membership Fees	40.02	166.90	359.05	359.05
8830-2-9815-69-5131-9215 Training	714.49	714.49	777.49	5,229.02
8830-2-9815-69-5200-9220 Admin Expenses Transferred - Credit	(16,537.89)	(56,319.86)	(70,896.63)	(73,188.08)
8830-2-9815-69-5200-9230 Outsided services-Environmental/Health& Safety	1,418.53	7,426.74	8,773.35	28,941.71
8830-2-9817-69-5010-9204 A&G Salaries - Comm LABS Head office	0.00	0.00	715.65	4,275.82
8830-2-9820-69-5010-9200 A&G salaries - Finance and Admin	127,843.82	265,530.43	329,368.12	395,359.94
8830-2-9820-69-5010-9201 A&G Salaries - Fin & Adm LU Headoffice	0.00	0.00	8,920.65	8,920.65
8830-2-9820-69-5010-9205 LABS Corporate Service Labour allocation	16,227.20	47,959.38	65,053.79	89,115.18
8830-2-9820-69-5010-9207 LABS US Corp lab alloc-Finance	0.00	0.00	29,097.15	58,358.46
8830-2-9820-69-5010-9209 East Region Labor - Finance	0.00	0.00	20,471.44	49,640.56
8830-2-9820-69-5010-9220 Admin Exp Tran CR - Credit Finance	(25,521.98)	(59,393.50)	(90,472.52)	(122,743.46)
8830-2-9820-69-5130-9210 Office Supplies-Finance and Admin	13,963.95	28,660.01	34,379.55	38,321.80
8830-2-9820-69-5130-9215 Office supplies & exp Fin & Adm LU Headoffice	0.00	16.31	16.31	16.31
8830-2-9820-69-5130-9216 Meals & Entertain Fin & Adm LU HO	0.00	215.76	290.22	290.22
8830-2-9820-69-5131-9211 Travel-Finance	190.45	4,594.17	4,877.56	5,104.55
8830-2-9820-69-5131-9212 Utilities-Finance	6,619.45	12,177.60	18,990.81	23,536.39
8830-2-9820-69-5131-9213 Communication	219.24	438.48	7,894.65	7,894.65
8830-2-9820-69-5131-9214 Dues & Membership Fees	156.00	156.00	156.00	156.00
8830-2-9820-69-5131-9215 Training	0.00	0.00	0.00	195.00
8830-2-9820-69-5131-9216 Postage	0.00	69.34	69.34	201.37
8830-2-9820-69-5200-9220 Admin Expenses Transferred - Credit Finance	(44,254.77)	(98,274.74)	(140,169.23)	(199,079.25)
8830-2-9820-69-5200-9230 Outsided services-Finance and Admin	52,409.65	118,914.17	189,294.92	188,239.77
8830-2-9820-69-5200-9238 LU Corp US Admin Allocations	0.00	0.00	462.56	670.62
8830-2-9820-69-5280-9240 Insurance	0.00	0.00	1,129,847.28	1,505,054.37
8830-2-9820-69-5280-9250 Injuries and Damages	0.00	0.00	398,895.00	625,320.67
8830-2-9821-69-5010-9204 LABS CAN ERM LABOR	0.00	0.00	941.67	2,891.27
8830-2-9821-69-5200-9237 LABS US Corp Admin Allocations	0.00	0.00	1,049.31	1,284.88
8830-2-9822-69-5010-9205 LABS Corporate Service Labour allocation	2,881.57	7,567.57	10,810.74	15,196.51
8830-2-9822-69-5200-9238 LU Corp US Admin Allocations	0.00	0.00	2,935.34	3,952.90
8830-2-9823-69-5010-9200 A&G salaries - Legal	21,841.51	50,212.45	78,902.85	114,181.33
8830-2-9823-69-5010-9204 LABS CAN LEGAL LABOR	1,047.04	2,466.32	9,272.74	15,019.48
8830-2-9823-69-5010-9205 LABS Corporate Service Labour allocation	0.00	866.45	866.45	866.45
8830-2-9823-69-5010-9207 LABS US Corp lab alloc-Legal	0.00	0.00	0.00	172.55
8830-2-9823-69-5010-9209 East Region Labor - Legal	0.00	0.00	1,923.17	1,890.51
8830-2-9823-69-5110-9310 Rent Expense	0.00	2,954.18	3,938.90	5,415.98
8830-2-9823-69-5130-9210 Office Supplies-Legal	6,170.21	1,968.71	5,581.25	17,316.68
8830-2-9823-69-5130-9216 Meals	0.00	0.00	3.15	3.15
8830-2-9823-69-5131-9211 Travel	214.49	392.95	651.52	801.05
8830-2-9823-69-5131-9212 Utilities - Legal	696.78	1,281.84	1,999.01	2,477.49
8830-2-9823-69-5131-9214 Dues & Membership Fees	0.00	378.54	378.54	378.54
8830-2-9823-69-5131-9216 Postage	36.18	36.18	36.18	36.18
8830-2-9823-69-5200-9220 Admin Expenses Transferred - Credit	(675.15)	(1,350.30)	(1,350.30)	(675.15)
8830-2-9823-69-5200-9230 Outsided services-Legal	2,940.31	29,434.33	24,876.35	54,620.21
8830-2-9823-69-5280-9250 Injuries & Damages	3,002.36	104,792.35	215,739.34	123,962.79
8830-2-9824-69-5010-9205 LABS Corporate Service Labour allocation	692.86	6,772.91	10,609.65	13,587.13
8830-2-9824-69-5130-9216 Meal &Entertain - Audit LU HO	0.00	227.40	227.40	227.40
8830-2-9824-69-5131-9211 Travel - Internal Audit	0.00	886.54	886.54	886.54
8830-2-9824-69-5200-9230 Outside Services - Internal Audit	0.00	0.00	1,380.26	5,040.70
8830-2-9824-69-5200-9238 LU Corp US Admin Allocations	0.00	0.00	3,175.18	4,384.32
8830-2-9825-51-5010-5880 Misc Distribution Labor	7,299.48	11,894.65	15,801.53	20,970.69
8830-2-9825-51-5435-5880 Misc Distribution Expense	128,545.96	239,872.95	333,965.01	460,780.92
8830-2-9825-69-5010-9200 A&G Salaries - Purchasing	25,389.74	54,604.58	77,267.02	95,051.52
8830-2-9825-69-5010-9204 A&G Salaries - Purchasing LABS Headoffice	0.00	0.00	6,249.05	16,241.05
8830-2-9825-69-5010-9220 Admin Exp Tran CR - Credit Purchasing	(26,993.79)	(52,002.11)	(72,524.12)	(87,097.43)
8830-2-9825-69-5130-9210 Office Supplies-Purchasing	34.93	1,798.21	3,296.34	3,556.33
8830-2-9825-69-5130-9216 Meals	0.00	0.00	0.00	34.04
8830-2-9825-69-5131-9211 Travel - Procurement	777.35	777.35	777.35	777.35
8830-2-9825-69-5131-9212 Utilities - Procurement	2,787.14	5,127.42	7,996.14	9,910.07
8830-2-9825-69-5200-9220 Admin Expenses Transferred - Credit Purchasing	(62,484.63)	(109,068.17)	(151,437.47)	(193,684.62)
8830-2-9825-69-5200-9237 LABS US Corp Admin Allocations	0.00	0.00	890.47	1,915.58
8830-2-9827-69-5010-9204 LABS CAN LEGAL LABOR	10,429.67	18,766.22	24,119.89	31,674.77
8830-2-9827-69-5200-9237 LABS US Corp Admin Allocations	0.00	0.00	93.10	341.08
8830-2-9828-69-5010-9205 A&G Salaries-LABS Compliance	0.00	0.00	0.00	85.37
8830-2-9828-69-5010-9207 LABS US Corp lab alloc-Compliance	216.55	216.55	216.55	216.55
8830-2-9828-69-5200-9238 LU Corp US Admin Alloc	0.00	0.00	53.22	53.22
8830-2-9830-69-5010-9200 A&G salaries - Regulatory	73,941.97	160,363.94	245,930.06	321,068.95
8830-2-9830-69-5010-9201 A&G Salaries - Regulatory LU Headoffice	189.65	1,315.71	2,678.42	2,702.02

Income Statement Five Quarters Prior to Test Year

	Granite StateGSE 2016 Q4 YTD	Granite StateGSE 2017 Q1 YTD	Granite StateGSE 2017 Q2 YTD	Granite StateGSE 2017 Q3 YTD	Granite State 2017 Q4 YTD
8830-2-9815-69-5130-9216 Meals & Entertain. EHSS LU Head Office	372.82	51.54	139.64	288.69	343.26
8830-2-9815-69-5131-9211 Travel-EHSS	2,541.96	268.61	2,013.75	4,851.83	7,006.68
8830-2-9815-69-5131-9212 Utilities-EHSS	3,454.26	1,465.60	13,834.45	31,556.69	49,395.33
8830-2-9815-69-5131-9213 Communication	0.00	0.00	1,624.18	1,624.18	2,989.03
8830-2-9815-69-5131-9214 Dues & Membership Fees	396.80	119.78	178.33	214.85	258.33
8830-2-9815-69-5131-9215 Training	3,828.00	0.00	0.00	146.80	222.57
8830-2-9815-69-5200-9220 Admin Expenses Transferred - Credit	(19,025.15)	(29,505.97)	(39,015.32)	(48,507.94)	(83,190.46)
8830-2-9815-69-5200-9230 Outsided services-Environmental/Health& Safety	49,263.33	1,566.63	107,486.91	164,249.59	226,723.18
8830-2-9820-69-5010-9200 A&G salaries - Finance and Admin	541,662.63	106,731.03	242,250.60	361,912.28	478,544.99
8830-2-9820-69-5010-9201 A&G Salaries - Fin & Adm LU Headoffice	(32.21)	0.00	0.00	0.00	1,954.86
8830-2-9820-69-5010-9205 LABS Corporate Service Labour allocation	111,251.78	17,536.51	41,948.76	59,363.19	77,835.84
8830-2-9820-69-5010-9207 LABS US Corp lab alloc-Finance	0.00	822.22	1,075.99	1,271.43	5,752.16
8830-2-9820-69-5010-9220 Admin Exp Tran CR - Credit Finance	(16,493.01)	(21,553.71)	(54,049.96)	(85,200.11)	(109,555.64)
8830-2-9820-69-5130-9210 Office Supplies-Finance and Admin	21,640.05	6,561.35	12,254.99	17,306.20	21,141.92
8830-2-9820-69-5130-9215 Office supplies & exp Fin & Adm LU Headoffice	219.89	135.82	145.50	145.50	145.50
8830-2-9820-69-5130-9216 Meals & Entertain Fin & Adm LU HC	0.00	25.08	38.25	69.67	141.88
8830-2-9820-69-5131-9211 Travel-Finance	942.15	266.06	1,310.34	1,958.78	3,401.06
8830-2-9820-69-5131-9212 Utilities-Finance	20,227.55	5,129.62	11,078.86	16,752.61	23,167.29
8830-2-9820-69-5131-9213 Communication	0.00	74.38	293.62	512.80	732.04
8830-2-9820-69-5131-9214 Dues & Membership Fees	148.50	156.00	156.00	304.50	304.50
8830-2-9820-69-5131-9215 Training	1,709.97	0.00	0.00	0.00	165.00
8830-2-9820-69-5131-9216 Postage	2,111.79	271.49	271.49	316.54	453.82
8830-2-9820-69-5200-9220 Admin Expenses Transferred - Credit Finance	(86,794.55)	(44,105.07)	(94,015.03)	(141,248.14)	(172,573.05)
8830-2-9820-69-5200-9230 Outsided services-Finance and Admin	278,447.30	(149,749.85)	(121,113.20)	(125,318.61)	(29,801.26)
8830-2-9820-69-5615-9302 Miscellaneous General Expenses	39.41	0.00	0.00	0.00	0.00
8830-2-9821-69-5010-9204 LABS CAN ERM LABOR	0.00	22.15	695.61	1,259.29	1,906.12
8830-2-9822-69-5010-9205 LABS Corporate Service Labour allocation	23,015.53	3,371.31	8,893.60	13,553.41	17,739.40
8830-2-9823-69-5010-9200 A&G salaries - Lega	94,001.24	20,026.85	45,923.42	67,696.80	89,988.60
8830-2-9823-69-5010-9204 LABS CAN LEGAL LABOR	0.00	0.00	1,294.16	2,394.47	3,944.75
8830-2-9823-69-5010-9205 LABS Corporate Service Labour allocation	4,058.31	792.74	792.74	792.74	792.74
8830-2-9823-69-5010-9207 LABS US Corp lab alloc-Lega	0.00	0.00	169.21	169.21	169.21
8830-2-9823-69-5010-9220 Admin Exp Tran CR - Credit Lega	(9,679.12)	0.00	0.00	0.00	0.00
8830-2-9823-69-5130-9210 Office Supplies-Lega	3,330.78	78.56	4,913.52	8,361.51	12,060.18
8830-2-9823-69-5130-9216 Meals	0.00	0.00	0.00	0.00	0.00
8830-2-9823-69-5131-9211 Travel	721.47	92.50	93.32	601.12	881.53
8830-2-9823-69-5131-9212 Utilities - Lega	2,353.37	732.81	1,582.69	2,393.23	3,309.62
8830-2-9823-69-5131-9213 Communication	0.00	0.00	0.00	0.00	0.00
8830-2-9823-69-5131-9214 Dues & Membership Fees	0.00	24.88	24.88	24.88	24.88
8830-2-9823-69-5131-9215 Training	0.00	0.00	125.00	125.00	125.00
8830-2-9823-69-5131-9216 Postage	0.00	0.00	0.00	10.21	32.74
8830-2-9823-69-5200-9220 Admin Expenses Transferred - Credit	(14,787.27)	(4,974.69)	(3,736.86)	(3,736.86)	(3,736.86)
8830-2-9823-69-5200-9230 Outsided services-Lega	41,783.81	3,371.13	11,776.76	18,080.52	32,075.94
8830-2-9823-69-5280-9250 Injuries & Damages	0.00	50,015.82	50,126.82	50,458.31	58,958.31
8830-2-9824-69-5010-9205 LABS Corporate Service Labour allocation	7,868.46	268.84	4,287.47	7,252.54	9,800.49
8830-2-9824-69-5130-9215 Office Supplies & Exp - Internal Audit LU HC	819.03	0.00	0.00	0.00	0.00
8830-2-9824-69-5130-9216 Meal &Entertain - Audit LU HC	128.16	0.00	57.52	57.52	57.52
8830-2-9824-69-5131-9211 Travel - Internal Audit	346.88	0.00	545.88	545.88	545.88
8830-2-9824-69-5200-9230 Outside Services - Internal Audit	319.18	0.00	0.00	0.00	0.00
8830-2-9825-69-5010-9200 A&G Salaries - Purchasing	84,203.93	21,848.57	45,867.24	69,164.51	85,667.31
8830-2-9825-69-5010-9204 A&G Salaries - Purchasing LABS Headoffice	10,085.03	1,252.87	3,230.56	3,230.56	3,230.56
8830-2-9825-69-5010-9220 Admin Exp Tran CR - Credit Purchasing	(33,213.92)	(15,996.71)	(32,041.11)	(48,503.76)	(62,833.25)
8830-2-9825-69-5130-9210 Office Supplies-Purchasing	7,101.50	76.90	481.99	637.25	1,122.16
8830-2-9825-69-5130-9215 Office Supplies & exp - Purchasing LU HC	22.20	0.00	0.00	0.00	0.00
8830-2-9825-69-5130-9216 Meals	0.00	0.00	150.14	150.14	150.14
8830-2-9825-69-5131-9211 Travel - Procurement	90.46	0.00	172.20	172.20	305.15
8830-2-9825-69-5131-9212 Utilities - Procurement	3,530.04	1,099.19	2,374.03	3,589.83	4,964.41
8830-2-9825-69-5131-9215 Training	375.00	0.00	0.00	0.00	0.00
8830-2-9825-69-5200-9220 Admin Expenses Transferred - Credit Purchasing	(49,325.32)	(23,873.65)	(47,700.88)	(70,649.37)	(84,680.08)
8830-2-9827-69-5010-9204 LABS CAN LEGAL LABOR	0.00	2,656.81	9,850.76	17,613.12	24,509.32
8830-2-9827-69-5010-9205 LABS Corporate Service Labour allocation	33,380.40	3,254.69	3,254.69	3,254.69	3,254.69
8830-2-9827-69-5010-9207 LABS US Corp lab alloc-FP&A	0.00	0.00	0.00	0.00	3,337.61
8830-2-9827-69-5130-9216 Meals & Entertain - FPA	15.06	0.00	21.75	21.75	21.75
8830-2-9827-69-5131-9211 Travel - FPA	704.85	0.00	211.29	211.29	211.29
8830-2-9828-69-5010-9205 A&G Salaries-LABS Compliance	0.00	5,852.74	15,396.47	23,696.83	28,388.85
8830-2-9830-69-5010-9200 A&G salaries - Regulatory	257,394.98	51,895.71	118,820.74	177,357.80	249,598.89
8830-2-9830-69-5010-9201 A&G Salaries - Regulatory LU Headoffice	8,715.09	1,987.20	2,931.54	3,345.86	3,438.62
8830-2-9830-69-5130-9210 Office Supplies-Regulatory	11,922.49	61.82	9,606.03	9,852.42	10,549.82
8830-2-9830-69-5130-9215 Office supplies & exp Regulatory LU Headoffice	17.51	0.00	0.00	0.00	0.00
8830-2-9830-69-5130-9216 Meals & Entertain Regulatory LU HC	229.66	362.72	485.92	485.92	555.34
8830-2-9830-69-5131-9211 Travel-Regulatory	2,417.84	1,881.44	2,479.43	3,710.73	4,923.09
8830-2-9830-69-5131-9212 Utilities-Regulatory	5,883.39	2,564.81	5,539.42	8,376.29	11,583.63
8830-2-9830-69-5131-9215 Training	375.00	0.00	0.00	0.00	0.00
8830-2-9830-69-5131-9216 Postage	0.00	0.00	0.00	0.00	0.00
8830-2-9830-69-5200-9220 Admin Expenses Transferred - Credit	0.00	0.00	0.00	0.00	0.00
8830-2-9830-69-5200-9230 Outsided services-Regulatory	7,555.63	0.00	0.00	0.00	1,760.28
8830-2-9830-69-5610-9280 Regulatory Commission Expense	0.00	125,132.00	250,264.00	330,549.00	459,096.00
8830-2-9835-69-5010-9200 A&G salaries - Energy Procurement	201,378.15	29,919.67	58,031.48	78,911.75	93,292.03
8830-2-9835-69-5010-9201 A&G Salaries LUC Energy procurement	0.00	0.00	1,571.20	2,035.65	3,963.05
8830-2-9835-69-5010-9208 LU Corp US Energy Procurement labor	0.00	11,961.79	23,075.48	27,062.06	28,289.27
8830-2-9835-69-5010-9220 Admin Exp Tran CR - Credit EE	(16,340.99)	0.00	0.00	0.00	0.00
8830-2-9835-69-5130-9210 Office Supplies-Energy Procurement	6,953.81	242.37	661.58	8,064.95	12,310.89
8830-2-9835-69-5131-9211 Travel - Energy Procurement	1,720.34	926.73	1,703.63	1,963.78	2,722.00
8830-2-9835-69-5131-9212 Utilities - Energy Procurement	16,246.16	5,129.62	11,078.86	16,752.61	23,167.29
8830-2-9835-69-5131-9215 Training	1,000.00	0.00	0.00	0.00	0.00
8830-2-9835-69-5200-9220 Admin Expenses Transferred - Credit EE	(5,980.50)	(119.80)	(23.79)	(23.79)	(23.79)
8830-2-9835-69-5200-9230 Outsided services-Energy Procurement	7,865.00	0.00	0.00	5,193.10	7,317.31

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

DE 19-064
Distribution Service Rate Case

Staff Data Requests - Set 3

Date Request Received: 6/17/19
Request No. Staff 3-15

Date of Response: 7/1/19
Respondent: Philip E. Greene
David B. Simek

REQUEST:

Incentive Plans: Reference Filing Requirements, Bates I-145–I-173. Incentive plans:

- Short Term Incentive Plan
- Shared Bonus Pool
- Performance and Restricted Share Unit Plan (a/k/a Long Term Incentive Plan)

a. Provide the amounts awarded for 2016, 2017, 2018, and 2019 YTD under each of the listed plans.

b. Provide the amount included within the test year for each plan and the account in which the amount is reflected.

c. Provide all incentive and bonus program expenses for each plan charged or allocated to the Company from affiliates and shared services in 2016, 2017, 2018, and 2019 YTD.

d. For each plan, provide the performance objectives and their weighting for each business category that must be met prior to award of any incentive compensation for 2016, 2017, 2018, and 2019 YTD. If not clearly delineated, please indicate the goals for senior management, non-union, and union employees.

RESPONSE:

a. Please reference Attachment Staff 3-15.a for amounts awarded in Short Term Incentive Plan and Shared Bonus Pool, as well as LTIP amounts.

b. Please reference Attachment Staff 3-15.a for the test year amounts.

c. The amount allocated to the Company from affiliates and shared services are included in Attachment Staff 3-15.c.

d. Please reference response to Staff 3-16.b.

Shared and Short-Term Incentive Bonus by Account Number
2016-YTD 2019

Sum of Net Account Number	Account Description	Year 2016	2017	2018	YTD 2019	Grand Total
8830-2-0000-51-5010-5800	Operation supervision and engineering-Labour	15,935.96	1,387.05	316.81		17,639.82
8830-2-0000-51-5010-5810	Load dispatching - Labor	34,444.44	57,782.96	24,796.88		117,024.28
8830-2-0000-51-5010-5820	Station expenses - Labor	1,877.11		17.40		1,894.51
8830-2-0000-51-5010-5830	Overhead line expenses - Labor	8,890.89	2,411.96	145.22		11,448.07
8830-2-0000-51-5010-5840	Underground line expenses - Labor	410.98				410.98
8830-2-0000-51-5010-5850	Maint of street lighting & signal systems - labor	408.41				408.41
8830-2-0000-51-5010-5860	Meter expenses - Labor	785.87				785.87
8830-2-0000-51-5010-5870	Customer installations expenses - Labor	80.27	346.41			426.68
8830-2-0000-51-5010-5880	Misc distribution expenses Labor	30,464.74	15,097.20	7,117.23		52,679.17
8830-2-0000-56-5010-5701	Trans Maint-Substation-Trouble-Labor	457.65	432.71	937.17		1,827.53
8830-2-0000-56-5010-5900	Maint supervision and engineering	2,598.79	711.51			3,310.30
8830-2-0000-56-5010-5910	Maint of structures - Labor	825.72	13.06			838.78
8830-2-0000-56-5010-5920	Maint of station equipment - Labor	3,128.50	4.35			3,132.85
8830-2-0000-56-5010-5930	Maint of overhead lines Labor	20,454.40	3,387.23	(50.59)		23,791.04
8830-2-0000-56-5010-5932	Maint of overhead lines-Veg Mgmt-Labor	8,439.48	11,612.11	4,836.27		24,887.86
8830-2-0000-56-5010-5950	Maint of line transformers - Labor	841.37	151.78			993.15
8830-2-0000-56-5010-5960	Maint of street lighting & signal systems - labor	5,216.85	307.79			5,524.64
8830-2-0000-56-5010-5970	Maint of meters - Labor	16,082.20	2,970.82			19,053.02
8830-2-0000-56-5010-5980	Dist Maint-Misc Distr Plant - Labour	45,271.71	3,404.61	538.48		49,214.80
8830-2-0000-69-5010-9010	Supervision	2,911.99	373.18			3,285.17
8830-2-0000-69-5010-9020	Meter reading expenses - labor	15,300.82	1,374.68			16,675.50
8830-2-0000-69-5010-9030	Customer records & collection expenses - labor	87,676.34	5,495.94			93,172.28
8830-2-0000-69-5010-9080	Customer assistance expenses - labor	2,798.35	14.30			2,812.65
8830-2-0000-69-5010-9100	Misc customer service and info exp-labor	1,372.97	724.73			2,097.70
8830-2-0000-69-5010-9120	Demonstrating and selling exp-Labor	-				-
8830-2-0000-69-5010-9160	Misc sales expenses (Major only)-Labor	-				-
8830-2-9800-69-5010-9200	A&G salaries - IT	8,800.96	801.31		1,010.48	10,612.75
8830-2-9810-69-5010-9200	A&G salaries - HR	22,066.67	26,260.39	72,339.24	13,543.65	134,209.95
8830-2-9812-69-5010-9200	L&D Salaries			488.79		488.79
8830-2-9815-69-5010-9200	A&G salaries - Environmental/Health& Safety	10,469.35	11,992.50	29,330.79	5,492.60	57,285.24
8830-2-9820-69-5010-9200	A&G salaries - Finance and Admin	35,289.13	49,534.27	84,843.29	8,971.42	178,638.11
8830-2-9823-69-5010-9200	A&G salaries - Legal	6,835.45	9,900.84	27,914.83	4,901.23	49,552.35
8830-2-9825-51-5010-5880	Misc Distribution Labor				2,134.03	2,134.03
8830-2-9825-69-5010-9200	A&G Salaries - Purchasing	5,780.22	8,681.26	19,847.97	3,965.36	38,274.81
8830-2-9830-69-5010-9200	A&G salaries - Regulatory	18,397.80	26,524.75	72,464.80	18,263.26	135,650.61
8830-2-9835-69-5010-9200	A&G salaries - Energy Procurement	11,982.61	8,886.01	6,482.66		27,351.28
8830-2-9851-51-5010-5630	Overhead Lines			17.77		17.77
8830-2-9851-51-5010-5810	Load Dispatching			14.97		14.97
8830-2-9851-51-5010-5820	Station Expenses			798.23		798.23
8830-2-9851-51-5010-5830	Overhead Line Expenses			2,314.79		2,314.79
8830-2-9851-51-5010-5840	Underground Line Expenses			40.09		40.09
8830-2-9851-51-5010-5850	Street Lighting & Signal Systems			120.34		120.34
8830-2-9851-51-5010-5860	Meter Expenses			2,734.35		2,734.35
8830-2-9851-51-5010-5870	Customer Installation Expenses			791.26		791.26
8830-2-9851-51-5010-5880	Misc Distribution expenses			3,410.37		3,410.37
8830-2-9851-56-5010-5701	Trans Maint Substation Trouble			50.72		50.72
8830-2-9851-56-5010-5910	Maint of Structures			826.70		826.70
8830-2-9851-56-5010-5920	Maint of Station Equipment			625.53		625.53
8830-2-9851-56-5010-5930	Maint of Overhead Lines			4,122.46		4,122.46
8830-2-9851-56-5010-5932	Maint of Overhead Lines - Veg Mgmt			1,801.13		1,801.13
8830-2-9851-56-5010-5940	Maint of Underground Lines			160.96		160.96
8830-2-9851-56-5010-5950	Maint of Line Transformers			379.37		379.37
8830-2-9851-56-5010-5960	Maint of Street Lighting & Signal Systems		6,484.04	25,515.55	5,591.41	37,591.00
8830-2-9851-56-5010-5970	Maint of Meters			95.36		95.36
8830-2-9851-56-5010-5980	Maint of Misc Distribution Plant			581.38		581.38
8830-2-9851-69-5010-9020	Meter Reading Expenses			2,631.05		2,631.05
8830-2-9851-69-5010-9030	Customer Records & Collections Expense			694.47		694.47
8830-2-9853-51-5010-5800	Operations Supervision & Engineering			1,684.95		1,684.95
8830-2-9853-51-5010-5810	Load Dispatching			4,822.54		4,822.54
8830-2-9853-51-5010-5880	Misc Distributions Expenses Labor			180.10		180.10
8830-2-9854-69-5010-9200	Admin and General Salaries			3,433.28	4,616.29	8,049.57
8830-2-9860-69-5010-9200	A&G salaries - Executive	13,416.01	16,613.22	62,575.11	11,811.69	104,416.03
8830-2-9865-69-5010-9010	Supervision		20,209.50	44,656.21	6,522.99	71,388.70
8830-2-9865-69-5010-9030	Customer Records & Collections Expenses - Labor			231.00	34,125.58	34,356.58
8830-2-9865-69-5010-9100	Misc Customer Service & Info Exp Labor			1.22		1.22
8830-2-9865-69-5010-9200	Admin Labor			4,424.90	1,607.99	6,032.89
8830-2-9866-69-5010-9020	Meter reading expenses - labor		10,015.23	5,737.35	915.50	16,668.08
8830-2-9867-69-5010-9160	Misc Sales Expenses - Labor			910.80	5,144.33	6,055.13
8830-2-9868-69-5010-9200	Admin & General Salaries			192.84	802.85	995.69
Grand Total		**439,714.01**	**303,907.70**	**528,944.39**	**129,420.66**	**1,401,986.76**

LTIP
2016-YTD 2019

Sum of Net		Year				
Account Number	**Account Description**	**2016**	**2017**	**2018**	**YTD 2019**	**Grand Total**
8830-2-0000-69-7030-9200	LTIP Expense	34,963.20	100,633.13	-		135,596.33
8830-2-9810-69-7030-9200	LTIP Expense			98,498.12	30,441.59	128,939.71
Grand Total		**34,963.20**	**100,633.13**	**98,498.12**	**30,441.59**	**264,536.04**

All Amounts are in USD$	2016						
	USD$ using YTD Average			USD$			
	APUC	Average LABS CANADA	LUC	Average LABS US	Liberty Corp	East Region	Totals
Entity #	1050	2200	2100	8885	8886	8882	
Average LU %	64.51%	76.45%	100.00%	76.45%	100.00%	100.00%	
Average Granite State %	9.71%	9.71%	9.71%	9.71%	9.71%	9.71%	
YTD Average FX Rate	1.325345	1.325345	1.325345				
Total STIP	2,017,081.85	1,751,142.35	625,643.38	-	-	-	
Total LTIP	481,015.99	229,686.10	143,211.36	-			
Total Stock Options	1,587,003.23	142,278.85	173,918.06	-			
Check>>>	-	-	-	-	-	-	
STIP allocated to GS	126,348.48	129,981.92	60,747.02	-	-	-	317,077.42
LTIP allocated to GS	30,130.48	17,048.89	13,905.15	-	-	-	61,084.52
Check>>>	-	-	-	-	-	-	
Granite State - GL Account (s)	8830-2-0000-69-5200-9232	8830-2-0000-69-5200-9234 8830-2-0000-69-5200-9235	8830-2-0000-69-5200-9231				

All Amounts are in USD$	2017						
	USD$ using YTD Average			USD$			
	APUC	Average LABS CANADA	LUC	Average LABS US	Liberty Corp	East Region	Totals
Entity #	1050	2200	2100	8885	8886	8882	
Average LU %	78.92%	84.63%	100.00%	84.63%	100.00%	100.00%	
Average Granite State %	5.41%	5.41%	5.41%	5.41%	5.41%	5.46%	
YTD Average FX Rate	1.297948	1.297948	1.297948				
Total STIP	1,619,983.75	2,470,874.32	697,847.48	208,858.00	185,281.00	208,222.00	
Total LTIP	1,363,436.63	719,974.63	427,157.37	19,179.76	-	-	
Total Stock Options	2,062,665.08	345,772.72	230,938.18	-	-	-	
Check>>>	-	-	-	-	-	-	
STIP allocated to GS	69,178.56	113,155.53	37,762.26	9,564.81	10,026.01	11,376.37	251,063.53
LTIP allocated to GS	58,223.16	32,971.77	23,114.54	878.35	-	-	115,187.83
Check>>>	-	-	-	-	-	-	
Granite State - GL Account (s)	8830-2-0000-69-5200-9232	8830-2-0000-69-5200-9234 8830-2-0000-69-5200-9235	8830-2-0000-69-5200-9231	8830-2-0000-69-5200-9236 8830-2-0000-69-5200-9237	8830-2-0000-69-5200-9238	8830-2-0000-69-5200-9239	

All Amounts are in USD$	2018						
	USD$ using YTD Average			USD$			
	APUC	Average LABS CANADA	LUC	Average LABS US	Liberty Corp	East Region	Totals
Entity #	1050	2200	2100	8885	8886	8882	
Average LU %	76.89%	83.64%	100.00%	83.64%	100.00%	100.00%	
Average Granite State %	5.29%	5.29%	5.29%	5.29%	5.29%	5.16%	
YTD Average FX Rate	1.296083	1.296083	1.296083				
Total STIP	1,555,640.75	4,156,384.09	325,641.82	520,910.59	534,832.96	856,491.98	
Total LTIP	2,137,832.88	1,100,456.55	234,825.00	82,398.83	-	-	
Total Stock Options	1,527,909.24	121,991.62	159,494.91	-	-	-	
Check>>>	-	-	-	-	-	-	
STIP allocated to GS	63,215.19	183,722.30	17,210.21	23,025.52	28,265.99	44,223.34	359,662.55
LTIP allocated to GS	86,873.21	48,642.86	12,410.53	3,642.23	-	-	151,568.83
Check>>>	-	-	-	-	-	-	
Granite State - GL Account (s)	8830-2-0000-69-5200-9232	8830-2-0000-69-5200-9234 8830-2-0000-69-5200-9235	8830-2-0000-69-5200-9231	8830-2-0000-69-5200-9236 8830-2-0000-69-5200-9237	8830-2-0000-69-5200-9238	8830-2-0000-69-5200-9239	

All Amounts are in USD$	2019						
	USD$ using YTD Average			USD$			
	APUC	Average LABS CANADA	LUC	Average LABS US	Liberty Corp	East Region	Totals
Entity #	1050	2200	2100	8885	8886	8882	
Average LU %	77.41%	84.17%	100.00%	84.17%	100.00%	100.00%	
Average Granite State %	5.25%	5.25%	5.25%	5.25%	5.25%	5.11%	
YTD Average FX Rate	1.334240	1.334240	1.334240				
Total STIP	481,067.41	1,301,696.62	237,629.59	401,481.17	257,695.33	435,877.20	
Total LTIP	960,204.56	564,563.15	80,548.87	101,784.73	751.90	5,268.40	
Total Stock Options	569,804.45	40,656.40	60,255.43	-	-	-	
Check>>>	-	-	-	-	-	-	
STIP allocated to GS	19,532.10	57,468.98	12,463.71	17,725.11	13,516.17	22,259.58	142,965.66
LTIP allocated to GS	38,985.83	24,925.06	4,224.80	4,493.72	39.44	269.05	72,937.91
Check>>>	-	-	-	-	-	-	
Granite State - GL Account (s)	8830-2-0000-69-5200-9232	8830-2-0000-69-5200-9234 8830-2-0000-69-5200-9235	8830-2-0000-69-5200-9231	8830-2-0000-69-5200-9236 8830-2-0000-69-5200-9237	8830-2-0000-69-5200-9238	8830-2-0000-69-5200-9239	

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

DE 19-064
Distribution Service Rate Case

Staff Technical Session Data Requests - Set 1

Date Request Received: 10/18/19
Request No. Staff TS 1-35

Date of Response: 11/1/19
Respondent: Philip E. Greene
David B. Simek

REQUEST:

Payroll/Vacancies: Reference Staff 6-4 CONFIDENTIAL. Please provide the amount of severance paid and included within the Company's revenue request for each of the following positions:

a. XXXXXXXXXX – Elimination was the result of a mutually agreed upon separation, a replacement was put into place
b. XXXXXXXXXX – Elimination was the result of a mutually agreed upon separation. Another employee was promoted into this role under new restructured roles and responsibilities within the role.
c. XXXXXXXXXX – Elimination was the result of a mutually agreed upon separation. The role was subsequently filled based on a re-evaluation of increasing workload related with the XXXXXXXXXX department.

RESPONSE:

The amount of severance paid during the test year for the three positions identified by the above cited language from the response to Staff 6-4 CONFIDENTIAL is as follows:

a. $0
b. $23,961.94
c. $2,362.50

In reviewing the prior responses on this topic, the response to Staff 3-14 CONFIDENTIAL indicated that the position that is the subject of part a. of this question received severance during the test year; however, that severance was only paid during 2017. Staff 3-14 was a follow-up to OCA 1-29, which requested information for both 2017 and 2018 and that is why that position was included in the response.

STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION

DG 11-040

NATIONAL GRID USA ET AL.

Transfer of Ownership of
Granite State Electric Company and EnergyNorth Natural Gas, Inc.
to Liberty Energy NH

Order Approving Settlement, Granting Motions for Confidential Treatment and Waiver of Certain Filing Requirements

O R D E R N O. 25,370

May 30, 2012

APPEARANCES: Celia B. O'Brien, Esq. and McLane, Graf, Raulerson & Middleton, P.A. by Steven V. Camerino, Esq. and Patrick H. Taylor, Esq. for National Grid USA, National Grid NE Holdings 2 LLC, Granite State Electric Company and EnergyNorth Natural Gas, Inc.; Shannon P. Coleman, Esq. for Liberty Energy Utilities Co. and Liberty Energy Utilities (New Hampshire) Corp.; New Hampshire Legal Assistance by Alan M. Linder, Esq. for The Way Home and Pamela Locke; Law Offices of Shawn J. Sullivan, PLLC by Shawn J. Sullivan, Esq. for the United Steel Workers of America Local 12012-3; James Simpson for the International Brotherhood of Electrical Workers Local 326; the Office of the Consumer Advocate by Rorie E.P. Hollenberg, Esq. on behalf of residential ratepayers; and Lynn Fabrizio, Esq. for the Staff of the Public Utilities Commission.

I. TRANSACTION BACKGROUND

On March 4, 2011, National Grid USA, National Grid NE Holdings 2 LLC, Granite State Electric Company d/b/a National Grid (Granite State), EnergyNorth Natural Gas, Inc. d/b/a National Grid NH (EnergyNorth), Liberty Energy Utilities Co. (Liberty Energy), and Liberty Energy Utilities (New Hampshire) Corp. (Liberty Energy NH) (collectively, the Joint Petitioners) filed with the Commission a joint petition with supporting testimony for authority to transfer ownership of Granite State and EnergyNorth to Liberty Energy NH and for related approvals (the Joint Petition).

exceed 1.28 percent as reported in its cost of gas filings for the period commencing July 1, 2012, and terminating the earlier of the completion of its first rate case or June 30, 2015.

Granite State and EnergyNorth also agree not to seek recovery for rate case expenses in excess of $300,000 and $600,000, respectively, in their respective first rate cases following the transaction close. Granite State's rate case expense commitment not does include the costs of a depreciation study.

2. Information Technology

As part of the Settlement, Liberty Energy developed an IT Plan and a preliminary IT Migration Plan designed to facilitate a seamless transition from National Grid to Liberty Energy's IT systems. The IT Plan sets out high level processes and procedures, while the IT Migration Plan provides specific IT system implementation plans to be followed during the transition process. Liberty will provide Staff an updated IT Migration Plan by August 1, 2012.

Liberty has agreed to an $8.1 million cap on recovery of transition-related IT capital investments, not including capital expenditures required to meet changes in state or federal regulatory requirements. Liberty has also committed to undertake an IT security assessment compliant with International Organization for Standards (ISO) standard 2700-1[3] prior to closing to establish a baseline security analysis, a re-assessment upon completion of the IT Migration Plan, and biennial assessments thereafter. Liberty will also undertake comprehensive IT systems testing in compliance with Institute of Electrical and Electronic Engineers (IEEE) standard 829.[4] Finally, Liberty will strengthen its current practices regarding IT vendor management through testing of deliverables, where applicable, prior to contract payments and annual reviews of vendor performance and services.

[3] ISO standard 2700-1 sets forth specific requirements intended to bring information security under explicit management control.
[4] IEEE standard 829 specifies the format of documents that may be used in software testing.