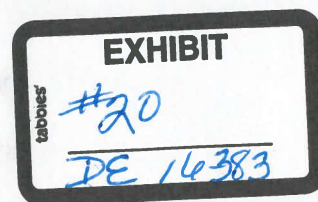


State of New Hampshire
Public Utilities Commission



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

Docket No. DE 16-383

Stipulation and Settlement Agreement Regarding Permanent Rates

This Stipulation and Settlement Regarding Permanent Rates (the “Settlement Agreement”) is entered into this 15th day of March, 2017, by Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty Utilities (“Liberty” or the “Company”), the Office of Consumer Advocate (“OCA”), the City of Lebanon (“City”), and the Staff of the Public Utilities Commission (“Staff”) (collectively, “Settling Parties”). This Settlement Agreement resolves all issues regarding Liberty’s request for permanent rates in this proceeding.

I. INTRODUCTION

On March 30, 2016, Liberty filed its notice of intent to file rate schedules seeking an increase in its annual distribution revenues. The Company filed its proposed rate schedules on April 29, 2016, seeking, as updated later in the proceeding, a \$5.7 million permanent increase in annual distribution revenues. The Company’s updated request for a step increase was to recover an annual revenue deficiency of \$2.7 million based on additional net rate base of approximately \$14.6 million¹ for the twelve month period ending December 31, 2016, and for a process to approve subsequent annual step increases for specific capital projects. The Company requested approval of a 10.3% return on equity (ROE), and a capital structure consisting of 55% equity and 45% debt. The Company supported its filing with the direct testimony of a number of witnesses

¹ Total Plant in Service of \$18.2 million, less \$0.6 million of Accumulated Depreciation and \$3.0 million of Deferred Taxes.

from the Company and expert consultants. The Commission suspended the rate schedules by Order No. 25,899 (May 10, 2016).

The OCA notified the Commission that it would participate in the docket on behalf of residential customers consistent with RSA 363:28, and the Commission granted the City's petition to intervene at the May 23, 2016, prehearing conference.

The Company's filing also included a request for a temporary rate increase of \$3.2 million. Staff filed testimony with respect to the temporary rate request on June 15, 2016. Following a hearing that was held on June 17, 2016, the Commission approved a temporary rate increase of \$2,354,980, effective July 1, 2016. Order No. 25,917 (June 30, 2016). The order provided that any permanent rates approved by the Commission would be fully reconcilable back to the July 1, 2016, effective date of temporary rates.

Following the temporary rate hearing and order, the Company responded to numerous sets of data requests from the parties, the Commission's Audit Staff reviewed the Company's filing and issued its audit report, and the parties filed testimony on several issues including revenue requirement, capital projects, rate design, customer service, cost of capital, and step adjustments.

The Company conducted discovery on Staff's and OCA's testimony and filed rebuttal testimony. The Settling Parties then engaged in settlement discussions that resulted in this Agreement, which is intended to resolve all issues in this case. The Settling Parties recommend and request that the Commission approve this Agreement without modification.

II. TERMS OF AGREEMENT

A. Revenue Requirement, Rate Base, Rate of Return

The Settling Parties agree that the Commission should authorize an annual distribution revenue requirement increase of \$3.75 million effective May 1, 2017, based on a cost of equity of 9.4% and a capital structure of 50% equity and 50% debt.

Except for the specific items discussed below, the Settling Parties agree that the \$3.75 million revenue requirement increase represents a reasonable compromise of all issues relating to the revenue requirement pending before the Commission for the purpose of permanent rates. As the sum expressed above is the result of compromise and settlement, it is a liquidation of all revenue requirement issues. The Settling Parties agree that the revenue requirement recommended to the Commission in this Agreement results in permanent rates for Liberty's customers that are just and reasonable. The permanent rate increase described in this Section A shall be reconcilable to the effective date of temporary rates in this case, July 1, 2016, per Order No. 25,917, in accordance with Section II.C below.

B. Step Increases

The Company shall be permitted to recover additional annual revenue in the form of three step increases for certain capital additions in service as of December 31, 2016, December 31, 2017, and December 31, 2018, as described in this Section:

1. The Company shall be permitted to recover an additional \$2,473,723 in annual revenue in the form of a step increase in rates for capital additions in service as of December 31, 2016, as shown in Attachment 1. This first step increase shall take effect for all service rendered on and after May 1, 2017, and shall be recovered through proportional adjustments to rates using the

same rate design as the permanent rate increase, and as described in Section II.G.

2. The Company shall be permitted to recover, through the second and third step increases, only the revenue requirements associated with capital additions related to the Pelham and Charlestown substations that are in service and used and useful as of December 31, 2017, and December 31, 2018, respectively, as set forth in Attachment 2. The step increases shall occur on May 1, 2018, and May 1, 2019, respectively, for Pelham and Charlestown substation related plant placed in service by December 31, 2017, and December 31, 2018. The amount of capital additions to be recovered shall be limited to the budgeted amounts shown in Attachment 2. If the actual cost of the capital additions is less than the budgeted amounts, the actual amounts shall be used to calculate the step adjustments. If the actual cost of the capital additions exceeds the budgeted amounts, the Company may seek recovery of the excess in a future distribution rate case. The revenue requirements recovered through the second and third step adjustments shall exclude all expenditures that were made solely to satisfy the planning criteria adopted by Liberty in August 2016. The revenue requirement for the second and third step adjustments will be calculated in a manner similar to that used in Attachment 1.
3. To implement the second step increase, the Company shall meet with the Staff and the OCA no later than May 31, 2017, to describe the plant investments that it will be making during the remainder of 2017. The Company shall make a filing by March 15, 2018, showing the plant investments in service

and used and useful by December 31, 2017, the cost of the investments broken out between Pelham and Charlestown and a calculation of the revenue requirement associated with the investments, and shall propose an increase effective May 1, 2018, to recover the revenue requirement, subject to the limitation described in Section II.B.2 above. To implement the third step increase, the Company shall meet with the Staff and OCA in the fall of 2017 to provide an overview of the plant investments that are scheduled to be completed in 2018. The Company will make a filing by March 15, 2019, showing the plant investments in service and used and useful by December 31, 2018, the cost of the investments broken out between Pelham and Charlestown and a calculation of the revenue requirement associated with the investments, and shall propose an increase effective May 1, 2019, to recover the revenue requirement, subject to the limitation described in Section II.B.2 above.

C. Effective Date for Permanent Rates and Recoupment

The permanent rate increase agreed to in Section II.A shall be effective for all service rendered on and after May 1, 2017. The difference between the distribution revenues obtained from the rates prescribed in the temporary rate order, Order No. 25,917, and the distribution revenues that would have been obtained under the rates finally determined, if applied during the period such temporary rate order was in effect, shall be recovered from customers over a period of twenty months, beginning with service rendered as of May 1, 2017. The total amount of recoupment is \$1,162,517 as shown on Attachment 3, and shall be recovered through a \$697,510 increase to the annual distribution rate level, such increase to remain in effect until December 31,

2018, at which time the annual distribution rate level shall be decreased accordingly. The temporary rate recoupment shall be recovered through an equiproportional increase to each component of rates for each rate class.

D. Rate Case Expenses

Subject to Staff audit and adjustment for the difference between estimated and actual expense, the Company shall recover \$444,700 in rate case expenses commencing on May 1, 2017. As shown on Attachment 4, the annual amount of rate case expenses to be recovered is \$266,820. The Company agrees to submit by April 10, 2017, an accounting of its rate case expenses, with appropriate supporting documentation, for review by Staff and OCA and approval by the Commission. The Company shall recover its just and reasonably incurred rate case expenses in the same manner as it recovers the temporary rate recoupment. Staff shall provide its recommendation for rate case expense recovery to the parties as soon as reasonably possible, and the Company shall be authorized to recover the approved rate case expenses beginning with service rendered as of May 1, 2017. Once the final amount of actual, just and reasonable rate case expenses is determined, any difference between the amount recovered commencing May 1, 2017, and the final amount shall be recovered commencing May 1, 2018. Rate case expenses shall be recovered through an increase to the annual distribution rate level effective May 1, 2017 and adjusted for final costs effective May 1, 2018, and the adjusted increase will remain in effect until December 31, 2018, at which time the annual distribution rate level shall be decreased accordingly. Rate case expenses shall be recovered through an equiproportional increase to each component of rates for each rate class.

E. Cash Working Capital

The Company may recover cash working capital on transmission costs through the transmission cost adjustment mechanism included in the Company's Annual Retail Rate Adjustment filing.

F. Future Marginal Cost Studies

The Settling Parties agree that it is reasonable for purposes of this case to use average costs as presented by the Company's marginal cost testimony in this filing, the purpose of which is to guide the apportionment of the revenue requirement among rate classes and ultimately to help design distribution rates that promote appropriate energy consumption choices by customers. The Company agrees to future discussions with the Staff and OCA regarding the appropriate methodology for marginal cost studies for future rate cases, including a possible generic docket on the topic

G. Rate Design

In the calculation of rates, each class shall receive the same overall percentage increase to its share of distribution revenue. The total increase effective May 1, 2017, for permanent rates and for the first step increase is \$6,223,723 above the annual revenue level in effect on June 1, 2016 (prior to implementation of temporary rates), and shall result in a 18.2% increase in distribution revenues for each class of service.

1. Domestic Service Rate D

The customer charge shall be set at \$14.50 per month. The difference between the total class revenue increase and the amount of revenue to be recovered through the customer charge shall be recovered through kilowatt-hour (kWh) charges for retail delivery service. The blocked kWh charge shall be

phased out in equal annual steps beginning on May 1, 2017, with a flat rate being effective May 1, 2019.

For kWh charges effective May 1, 2017, the rates shall be calculated using two different assumptions: (a) a flat kWh charge is implemented on that date; and (b) that both blocks of the currently-effective kWh charges are increased by the same percentage sufficient to recover the amount of revenue remaining after implementation of the \$14.50 customer charge. The kWh charge for the first 250 kWh per month determined under (b) above shall then be increased by one-third of the difference between that calculated amount and the kWh charge calculated under (a) above (a flat energy charge). The additional revenue resulting from that increase shall be used to reduce the kWh charge for usage in excess of 250 kWh per month.

For kWh charges effective May 1, 2018, rates shall be calculated using the same methodology, except that the kWh charge for the first 250 kWh per month shall be increased by one-half of the difference between the calculated amount in (b) above and the kWh charge calculated under (a) above. Any additional revenue resulting from that increase shall also be used to reduce the kWh charge for usage in excess of 250 kWh per month.

For kWh charges effective May 1, 2019, the blocked rate design shall be eliminated and a flat energy charge shall become effective.

2. Rates D-10, G-3, T and V

The customer charges for each rate shall be set at \$14.50 per month. The difference between the total class revenue increase and the amount of revenue to

be recovered through the customer charge shall be recovered through the kWh charges for retail delivery service in each rate.

3. Rates G-1, G-2 and M

All rates and charges shall be increased by the same percentage.

The rates and charges for effect on May 1, 2017, including the effect of recoupment and recovery of rate case expense, are shown on Attachment 5. Bill impacts for typical customers are included in Attachment 6.

H. Underground Services

The Company agrees that it shall be the owner of all new single-phase underground services to residential customers as of the implementation date of a new policy as referenced below. Such ownership of underground services will require the Company to hire additional personnel to perform trench inspections and for line work necessary to install and maintain new underground services. Additionally, changes will be required to the Company's line extension policy in its tariff, and its Requirements for Electric Service Connections booklet to describe the policy and to specify that customers requesting underground services shall be responsible for the excess cost of the underground service as compared to overhead service. The Company shall work with Staff and OCA to accomplish the changes to its policies and shall file revised tariff pages to implement the new policy by September 30, 2017. Additional costs actually incurred associated with personnel that were hired to implement the new policy will be included in the step increase that shall take effect on May 1, 2018, which costs will be subject to review.

I. Reliability Enhancement Program/Vegetation Management Program (REP/VMP)

The Company shall transition to a four-year cycle for tree trimming and vegetation management beginning in 2017. Each year, as part of its REP/VMP reconciliation filing, the

Company shall report the following reliability metrics by circuit all with existing exclusions: Customer Interruptions (CI), Customer Minutes Interrupted (CMI), System Average Interruption Frequency Index (SAIFI), System Average Interruption Duration Index (SAIDI), Customer Average Interruption Duration Index (CAIDI), and Customers Interrupted per Interruption (CII). The Company shall indicate by circuit whether each circuit is still on a five-year trim cycle or whether it has been transitioned to a four-year trim cycle.

The revenue requirement increase agreed to in this Settlement adopts Liberty's proposal to increase the amount of VMP O&M spending included in base rates to \$1,500,000 for 2017 and continuing until changed in a subsequent base rate case. The Settling Parties also agree to increase the target capital investment to \$1,500,000 annually, subject to review with Staff in the year prior to commencement of such investment.

J. Accrual Accounting

For all reconciliation filings made subsequent to the approval of this Settlement, the Company shall use the accrual method of accounting rather than the cash method to better match revenues and expenses for the particular reconciliation period. Such filings include the REP/VMP filing, Annual Retail Rate filing (which includes Transmission and Stranded Costs), and the Energy Service filing.

K. Customer Service

The Company agrees to the following three customer service metrics, which shall remain in place until the date on which the Commission issues a final decision in Liberty's next distribution base rate case:

1. The Company must answer 80% of its calls within 20 seconds, excluding those calls coming through emergency lines, and during major storm events. In the event

that Liberty implements a new customer service and billing system, performance under this metric shall be suspended for six months from the date of the system implementation.

Liberty shall provide monthly reports to the Commission with monthly and year-to-date results for this service level metric. No later than February 15 of 2018, 2019, and 2020, the parties shall determine whether the Company has satisfied this metric by calculating the Company's performance for the prior calendar year period as follows: total calls answered within 20 seconds during the period January 1 through December 31, divided by total calls received during the period January 1 through December 31. If this result is less than the 80/20 requirement, the Company shall provide a one-time, \$1.00 per customer credit to the customer charge for all customers by the next April 30th.

2. The Company must have no bills held longer than 30 calendar days above a minimal threshold.

Liberty shall provide monthly reports to the Commission containing the number of bills issued, the number of bills held, and the duration of the hold. For reporting purposes, the duration of the hold shall be reported in the following calendar day increments: 0-7 days, 8-14 days, 15-21 days, 22-30, days 31-45 days, 46-60 days, and continuing in 15 day increments until all held bills are reported. No later than February 15 of 2018, 2019, and 2020, the parties shall determine how many bills were held longer than 30 calendar days during the prior calendar year. If more than 0.05% of bills rendered during that 12-month calendar period were held longer than 30 days, the Company shall provide a one-time, \$1.00 per customer credit to the

customer charge for all customers by next April 30th. In the event that Liberty implements a new customer service and billing system, performance under this metric shall be suspended for six months from the date of the system implementation.

3. For 2017, 2018, and 2019, Liberty's customer satisfaction level shall be measured using the JD Power survey results, and shall be measured including and excluding price. The Settling Parties acknowledge that Liberty is under a continuing obligation from DG 11-040 to report customer satisfaction results to the Commission each year and to reach the 80% customer satisfaction level established in that docket. If the 80% excluding price level is not met in 2017, 2018, or 2019, the Company shall provide a one-time, \$1.00 per customer credit to the customer charge for all customers by April 30, 2018, 2019, and 2020.
4. Except as specifically modified in this Section II K – Customer Service, all the remaining customer service metrics and requirements from the settlement agreement in DG 11-040 continue to apply to the extent they are still applicable under the terms of that settlement agreement. Any credits to customers provided pursuant to this Section II K – Customer Service shall be recorded below the line as penalties in Account 426.3.

L. LED Tariff Provision

In addition to the LED provisions of Liberty's Rate M "Outdoor Lighting Service" as submitted in the Company's updated filing of November 21, 2016, and further updated in its filing made on January 5, 2017, Liberty, as part of its compliance filing made pursuant to an order in this case, shall file a tariff which provides that customers may elect to pay for the LED fixtures and installation, and that the Company shall include the cost of such fixtures and

installation as plant on its books and records and customer payments for such as Contributions in Aid of Construction. The Company will work collaboratively with Staff and the City to develop an LED tariff that allows customers to install LED fixtures, subject to agreement by the Company with respect to third party contractors used by such customers. Municipal customers shall have the right to have maintenance performed by private line contractors and qualified public employees subject to agreement with the Company and other related conditions. The Company shall work with the City and any other municipalities who approach Liberty to explore alternative options with respect to offering LED street lighting service. If such discussions produce a mutually acceptable outcome, the Company shall file additional tariff pages to incorporate alternative LED street lighting options.

M. Amortization of Cost of Liberty Consulting Group Audit

Beginning May 1, 2017, the Company may amortize its portion of the cost incurred for the Liberty Consulting Group audit over a period of twenty-four months.

N. ADIT on Acquisition Date Assets

The Settling Parties agree that for regulatory reporting purposes and in future rate cases the Company shall make an accumulated deferred income tax (ADIT) adjustment to rate base in accordance with the schedule shown in Attachment 7. This schedule shows ADIT adjustments that are equal, on a net present value basis, to the “hold harmless” adjustments discussed in Order No. 25,370 dated May 30, 2012 in Docket No. DG 11-040.

O. Depreciation

The Settling Parties agree that the depreciation rates shown on Attachment 8 shall be used by Liberty at least until the Commission issues a final order in its next base distribution rate case.

P. Next Distribution Rate Case

The test year for the Company's next general distribution rate case shall be no sooner than the twelve-month period ending December 31, 2018.

Q. Tariff Changes

The Settling Parties have agreed to a number of changes and clarifications to the Company's tariff. Attachment 9 is a copy of the Company's revised tariff.

R. Reporting Requirements

Pursuant to Puc 308.07, Liberty shall file Form E-22 with the Commission "when the probable costs of any addition, extension or capital improvement to its distribution utility plant ... will equal or exceed \$100,000." As part of this Settlement Agreement, Liberty shall report to the Commission each time actual expenditures for any capital project reported on Form E-22 exceeds its initial capital budget by the greater of 20% of the budgeted amount or \$100,000.

Each such report to the Commission shall include a detailed explanation of the causes for the cost overrun, why the overrun was approved by Liberty, and a forecast of the final cost.

In addition, in each instance, Liberty shall file the following supporting documentation with the Commission:

- Project category, priority, and project number;
- Original budgeted capital amount, actual capital expenditure, amount of budget variance and date incurred;
- Original Business Case for the project; and
- Over-spending Request Form related to the project.

This reporting requirement shall remain in effect until the Commission issues a final order in Liberty's next base distribution rate case.

III. EXOGENOUS EVENTS

A. Liberty may adjust distribution rates upward or downward resulting from Exogenous Events, as defined and described below.

B. For any singular (not collective) event defined as a State Initiated Cost Change, Federally Initiated Cost Change, Regulatory Cost Reassignment, or Externally Imposed Accounting Rule Change, Liberty may adjust distribution rates upward, and shall adjust distribution rates downward (to the extent that the revenue impact of such event is not otherwise captured through another rate mechanism that has been approved by the Commission) if the total distribution revenue impact (positive or negative) of such event exceeds \$150,000 (Exogenous Events Rate Adjustment Threshold) for calendar years 2017 and 2018.

1. “State Initiated Cost Change” shall mean any externally imposed changes in state or local law or regulatory mandates or changes in other precedents governing income, revenue, sales, franchise, or property or any new or amended regional, state or locally imposed fees (but excluding the effects of routine annual changes in municipal, county and state property tax rates and revaluations), which impose new obligations, duties or undertakings, or remove existing obligations, duties or undertakings, and which individually decrease or increase Liberty's distribution costs, revenue, or revenue requirement.
2. “Federally Initiated Cost Change” shall mean any externally imposed changes in the federal tax rates, laws, regulations, or precedents governing income, revenue, or sales taxes or any changes in federally imposed fees, which impose new obligations, duties or undertakings, or remove existing

obligations, duties or undertakings, and which individually decrease or increase Liberty's distribution costs, revenue, or revenue requirement.

3. Regulatory Cost Reassignment: The distribution revenue changes described in Paragraph B are based on the separation of costs among generation, transmission, and distribution functions of Liberty in place on the date of this Settlement Agreement.
4. "Regulatory Cost Reassignment" shall mean the reassignment of costs and/or revenues now included in the generation, transmission, or distribution functions to or away from the distribution function by the Commission or the Federal Energy Regulatory Commission.
5. "Externally Imposed Accounting Rule Change" shall be deemed to have occurred if the Financial Accounting Standards Board or the Securities and Exchange Commission adopts a rule that requires utilities to use a new accounting rule that is not being utilized by Liberty as of January 1, 2017.

C. No later than the last day of February of 2018 and 2019, Liberty shall file with the Commission, Staff, and OCA a Certification of Exogenous Events for the prior calendar year. If, in the prior calendar year, Liberty incurs any changes in distribution costs, revenue, or revenue requirement in excess of the Exogenous Events Rate Adjustment Threshold in connection with any Exogenous Event as defined in Paragraph B, Liberty shall provide specific and sufficient detail supporting each change and the Exogenous Event(s) associated with each change for the Commission, Staff, and OCA to assess the proposed Exogenous Event rate adjustment. If no Exogenous Events causing changes in excess of the Exogenous Events Rate Adjustment Threshold occurred during the prior calendar year, Liberty shall certify that fact in its annual

Certification of Exogenous Events. On or before March 31 of 2018 and 2019, the Staff and the OCA may make a filing requesting an Exogenous Event rate decrease or contesting an Exogenous Event rate increase proposed by Liberty. Any adjustments to Liberty's revenue requirement for Exogenous Events: (1) shall be subject to review and approval as deemed necessary by the Commission; and (2) shall be implemented for service rendered on or after May 1 of that year. Any such filings are limited to one per calendar year, provided that any costs incurred or saved due to such Exogenous Events shall be deferred for consolidation in the single filing.

D. Any Exogenous Event adjustment made pursuant to this Settlement Agreement will remain in rates only until the effective date of new rates determined in the Company's next distribution base rate proceeding.

IV. CONDITIONS

This Agreement is expressly conditioned on the Commission's acceptance of all its terms, without change or condition. If the Commission does not accept this Agreement in its entirety, without change or condition, or if the Commission makes any findings that go beyond the scope of this Agreement, and any of the Settling Parties notify the Commission within five business days of their disagreement with any such changes, conditions, or findings, the Agreement shall be deemed to be withdrawn, in which event it shall be deemed to be null and void and without effect, shall not constitute any part of the record in this proceeding, shall not be relied on by Staff or any party to this proceeding or by the Commission for any other purpose.

The Settling Parties agree that the Commission's approval of this Agreement will not constitute continuing approval of, or precedent for, any particular principle or issue, but such acceptance does constitute a determination that the adjustments and provisions stated in their totality are just and reasonable and consistent with the public interest and that the revenues

contemplated will be just and reasonable under the circumstances. Specifically, and without intending to limit the generality of the prior sentence, the Settling Parties agree that nothing in this Agreement precludes a full examination and review of the Training Center costs in EnergyNorth's upcoming rate case.

The discussions that produced this Agreement have been conducted on the understanding that all offers of settlement and settlement discussions relating to this docket shall be confidential, shall not be admissible as evidence in this proceeding, shall be without prejudice to the position of any party or participant representing any such offer or participating in any such discussion, and are not to be used in connection with any future proceeding or otherwise.

The information and testimony previously provided in this proceeding are not expected to be subject to cross-examination by the Settling Parties, which would normally occur in a fully litigated case. The Settling Parties agree that all direct and rebuttal testimony and supporting documentation should be admitted as full exhibits for purposes of reviewing this Agreement. The Settling Parties' agreement to admit all testimony without challenge does not constitute agreement by the Settling Parties that the content of the written testimony is accurate or what weight, if any, should be given to the views of any witness. The identification of the resolution of any specific issue in this Agreement does not indicate any of the Settling Parties' agreement to that resolution for purposes of any future proceeding, nor does the reference to any other document bind the Settling Parties to the contents of, or recommendations in, that document for

purposes of any future proceeding. The Commission's approval of the recommendations in this Agreement shall not constitute a determination or precedent with regard to any specific adjustments, but rather shall constitute only a determination that the revenue requirement and rates resulting from, and other specific conditions stated in this Agreement are just and reasonable. The Settling Parties agree to forego cross-examining witnesses regarding their pre-filed testimony and, therefore, the admission into evidence of any witness's testimony or supporting documentation shall not be deemed in any respect to constitute an admission by any party to this Agreement that any allegation or contention in this proceeding is true or false, except that the sworn testimony of any witness shall constitute an admission by such witness.

This Agreement may be executed by facsimile and in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one agreement binding on all Settling Parties.

Dated: March 15, 2017

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



By its Attorney, Michael J. Sheehan

Dated: March 5, 2017


Staff of the New Hampshire Public Utilities
Commission



By its Attorney, Paul B. Dexter

Dated: March 15, 2017

Office of the Consumer Advocate


By the Consumer Advocate, D. Maurice Kreis

Dated: March __, 2017

City of Lebanon

By Clifton Below, City Councilor, duly authorized

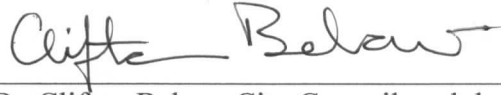
Dated: March __, 2017

Office of the Consumer Advocate

By the Consumer Advocate, D. Maurice Kreis

Dated: March 15, 2017

City of Lebanon

A handwritten signature in cursive script that reads "Clifton Below". The signature is written in dark ink and is positioned above a horizontal line.

By Clifton Below, City Councilor, duly authorized

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