

STATE OF NEW HAMPSHIRE

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CONSUMER ADVOCATE  
Susan W. Chamberlin, Esq.

ASSISTANT CONSUMER ADVOCATE  
Rorie E.P. Hollenberg, Esq.



TDD Access: Relay NH  
1-800-735-2964

Tel. (603) 271-1172

Website:  
[www.oca.nh.gov](http://www.oca.nh.gov)

OFFICE OF CONSUMER ADVOCATE

21 S. Fruit St., Suite 18  
Concord, NH 03301-2429

May 8, 2014

Her Excellency, Governor Margaret Wood Hassan  
And the Honorable Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

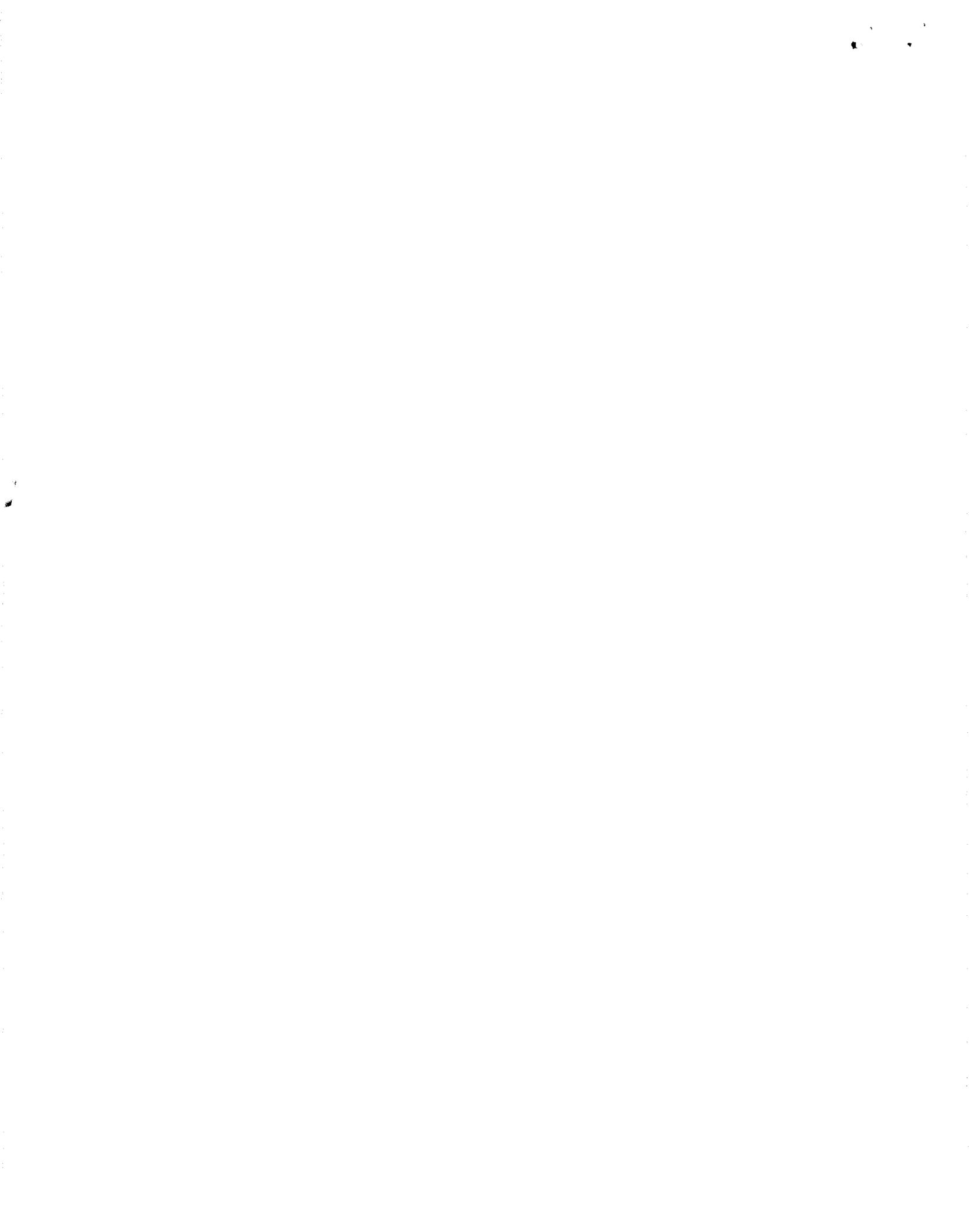
Authorize the Office of the Consumer Advocate (OCA) to amend its contract with Scott J. Rubin (vc # 210881) of Bloomsburg, Pennsylvania, to continue to provide professional services by extending the contract from June 30, 2014, through June 30, 2015. The original contract was approved by Governor and Executive Council on March 7, 2012, Item #36. An amendment to extend the contract from June 30, 2013, through June 30, 2014 was approved by Governor and Council on May 15, 2013, Item #78. 100% of the funding for this contract is provided through Utilities Assessment. No additional funding is requested.

**EXPLANATION**

The OCA is requesting this action pursuant to RSA 363:28. III which states, "The consumer advocate shall have authority to contract for outside consultants within the limits of funds available to the office."

On March 7, 2012, the OCA entered into the original contract for services with Mr. Rubin, Bloomsburg, PA. to provide expert testimony and other services related to representing the interests of residential utility customers in dockets at the NH Public Utilities Commission (PUC) in an amount not to exceed \$60,000. As of April 15, 2014, the OCA has a remaining balance of \$29,079 for Mr. Rubin's contract.

In FY 13, Mr. Rubin assisted the OCA as an expert witness on the following cases at the Public Utilities Commission:



DG 13-086 Northern Utilities, Inc.

In the context of this distribution rate case, Mr. Rubin assisted the OCA with an investigation and settlement of cost of service and rate design issues. Mr. Rubin's assistance with the settlement of these issues enabled the OCA to avoid litigating at significant cost to residential customers. As a result of Mr. Rubin's support, the OCA secured a more reasonable allocation of the revenue increase for low usage customers than the Company originally proposed.

DW 13-126 Pennichuck East Utility, Inc.

DW 13-128 Pittsfield Aqueduct Company, Inc.

DW 13-130 Pennichuck Water Works, Inc.

In an order approving the City of Nashua's acquisition of Pennichuck Corporation (Pennichuck), the PUC required the three affiliated utilities owned by Pennichuck to file distribution rate cases on or before June 30, 2013. These cases presented the first opportunity for the PUC and the parties to the Pennichuck acquisition proceeding to examine the workings of a first-in-the-nation ratemaking structure as well as the impacts of that structure on the ratepayers. Mr. Rubin participated as the OCA's expert in the Pennichuck acquisition proceeding and was instrumental in identifying significant weaknesses in the City's initial proposals, which underwent dramatic change during the case. Consequently, he was uniquely situated to provide the OCA – and the ratepayers it serves - with skilled support on issues related to the Companies unusual ratemaking mechanisms as well as on cost of service and rate design issues.

The circumstances necessitating the OCA's request to extend the term of Mr. Rubin's contract, to expend the remaining balance of the original \$60,000, is the result of several factors. As was the case in FY 2013 a number of utilities were prohibited from filing rate cases on account of negotiated long-term rate plans; but for these rate plans and the resulting lack of rate cases, the OCA would have sought more assistance from Mr. Rubin and expended more of the balance of the original contract. The OCA also attributes the existence of a remaining balance to Mr. Rubin's careful, thoughtful, efficient and economic performance of his work. In addition to advocacy, Mr. Rubin has helped the OCA realize benefits for ratepayers through negotiation of settlements, which also result in reduced litigation costs and time savings to all involved.

While it is difficult to predict the case activity at the PUC for FY 14, the OCA expects to participate and use Mr. Rubin's services for at least one distribution rate case during that time. Based upon information and belief, Liberty Utilities (EnergyNorth Natural Gas) Corp. d/b/a Liberty will file for an increase to delivery rates after June 30, 2014, which is the conclusion of a three-year, rate-case stay out. This will be the first opportunity for the PUC, the OCA and other stakeholders to review in depth the financial condition and the revenue requirement of this natural gas utility since Liberty Energy NH acquired EnergyNorth from National Grid in 2012. Mr. Rubin, who assisted the OCA as an expert in the acquisition docket, is uniquely positioned to provide additional, efficient and economical assistance to the OCA in this rate case.

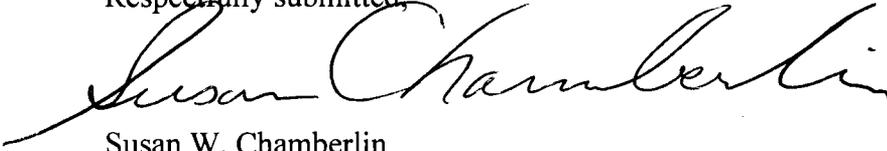
In order to avoid losing access to his proven expertise and assistance due to a lapse of time, the OCA requests permission to extend the term of Mr. Rubin's contract for an additional 12 months without changes to the original scope of work or authorized amount.

May 8, 2014

Page 3

Thank you for your consideration. Please do not hesitate to contact me if you have any questions.

Respectfully submitted,

A handwritten signature in black ink, reading "Susan Chamberlin". The signature is written in a cursive style with a large, sweeping initial "S".

Susan W. Chamberlin  
Consumer Advocate

Enclosures: 2014 Amendment to Professional Services Contract  
2013 Amendment to Professional Services Contract  
Original Agreement and Enclosures as Submitted February 24, 2012

**AMENDMENT TO  
PROFESSIONAL SERVICES CONTRACT**

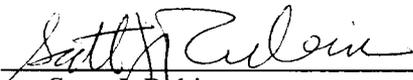
Now comes the New Hampshire Office of the Consumer Advocate, hereinafter "the Agency", and Scott J. Rubin, hereinafter "the Contractor," and, pursuant to an agreement between the parties which was approved by Governor and Council on March 7, 2012, amended as approved by Governor and Council on May 15, 2013, hereby agree to modify same as follows:

1. Item 1.7 of said contract is hereby modified such that the completion date is changed from June 30, 2014 to June 30, 2015.
2. All other provisions of the contract remain in effect.

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to said agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands as indicated below:

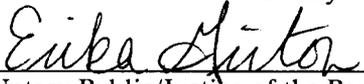
SCOTT J. RUBIN

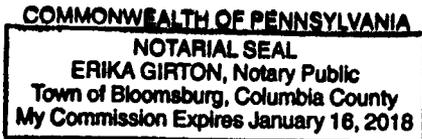
By:   
Scott J. Rubin

COMMONWEALTH OF PENNSYLVANIA

County of Columbia

On this the 23 day of April, 2014, before the undersigned officer, personally appeared Scott J. Rubin and acknowledged himself to be the individual who executed the forgoing instrument for the purpose therein contained. In witness whereof I hereto set my hand and official seal.

  
Notary Public/Justice of the Peace

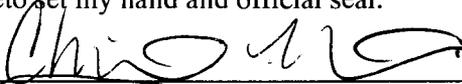


THE STATE OF NEW HAMPSHIRE  
Office of the Consumer Advocate

By:   
Susan W. Chamberlin, Consumer Advocate

STATE OF NEW HAMPSHIRE  
County of Merrimack

On this the 29 day of April, 2014 before me personally appeared, Susan W. Chamberlin who acknowledged herself to be the individual who executed the forgoing instrument for the purpose therein contained. In witness whereof I hereto set my hand and official seal.

  
Notary Public/Justice of the Peace Christina Martin  
Expires: 6-8-16

Approved as to form, substance and execution by Attorney General this 1st day of May 2014.

By: 

COMMUNICATIONS SECTION  
STATE OF MICHIGAN  
DEPT. OF JUSTICE  
LANSING, MICHIGAN 48226

2014 APR 30 PM 12:28

STATE OF MI  
DEPT OF JUSTICE

STATE OF NEW HAMPSHIRE

CONSUMER ADVOCATE  
Susan W. Chamberlin, Esq.

ASSISTANT CONSUMER ADVOCATE  
Rorie E.P. Hollenberg, Esq.



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OFFICE OF CONSUMER ADVOCATE

21 S. Fruit St., Suite 18  
Concord, NH 03301-2429

May 15, 2013

Her Excellency, Governor Margaret Wood Hassan  
And the Honorable Council  
State House  
Concord, NH 03301

**REQUESTED ACTION – AMEND A CONTRACT**

Authorize the Office of the Consumer Advocate (OCA) to amend its contract with Scott J. Rubin (vc # 210881) of Bloomsburg, Pennsylvania, for professional services by extending the expiration date from June 30, 2013 to June 30, 2014. This is a no cost amendment. The request extends the length of time to complete the contract leaving unchanged all other terms and conditions. The original contract was approved by Governor and Executive Council on March 7, 2012, Item Number 36.

**EXPLANATION**

The OCA is requesting this action pursuant to RSA 363:28, III which states, "The consumer advocate shall have authority to contract for outside consultants within the limits of funds available to the office."

On March 7, 2012, the OCA entered into the original contract for services with Mr. Rubin, Bloomsburg, PA, to provide expert testimony and other services related to representing the interests of residential utility customers in dockets at the NH Public Utilities Commission in an amount not to exceed \$60,000. In FY 12 to date, consistent with the scope of the original contract, the OCA spent \$17,555.78 of the authorized \$60,000 for Mr. Rubin's services. These services included assistance with the following PUC proceedings:

- DE 11-105 concerning the overbilling of approximately \$1.8 million by Unitil Energy Systems, Inc., an electric utility, of a commercial customer and the attempted recovery from residential customers of the associated under-collection;

- DG 12-131 concerning the correction of an approximately \$4.1 million cost-allocation error by Northern Utilities, Inc, a natural gas utility, and the associated refund of these funds to New Hampshire ratepayers;
- DW 12-085 concerning a proposed distribution rate increase of approximately \$1.1 million as well as other tariff proposals with financial impacts on residential customers of Aquarion Water Company of NH;
- DW 12-325 concerning the recovery by Aquarion Water Company of NH of approximately \$800,000 in plant investment through a special "pilot" surcharge authorized to incent proactive system maintenance and the pre-approval of the proposed 2013 investment of approximately \$800,000;
- DW 12-349 and DW 13-017 concerning financing proposals of water utilities owned by the Pennichuck Corporation, which the City of Nashua in 2012; and
- DW 12-359 concerning approximately \$2.2 million in proposed plant investment for which Pennichuck Water Works, Inc. will seek cost recovery through a special "pilot" surcharge authorized to incent proactive system maintenance.

In FY13, the OCA intends to use Mr. Rubin as an expert witness in one or more rate cases including the first triple rate case filed by the City of Nashua for the Pennichuck utilities. This case is due to be filed by the end of June 2013 and will involve the first opportunity for the Commission and the parties to the Pennichuck acquisition proceeding to examine the workings of a first-in-the-nation ratemaking structure as well as the impacts of that structure on the ratepayers who live outside of Nashua and lack the political power to influence the City's ownership of these utilities. Mr. Rubin participated as the OCA's expert in the Pennichuck acquisition proceeding and was instrumental in identifying significant weaknesses in the City's initial proposals, which underwent dramatic change during the case. Consequently, he is uniquely situated to provide the OCA -- and the ratepayers it serves - with skilled support. Other cases that have been filed or will be filed in 2013 include Granite State Electric Company's first rate case since its acquisition by Liberty Utilities and the expiration of a five-year rate plan and a Northern Utilities base rate case. To the extent that funds provide, the OCA may call upon Mr. Rubin to provide his cost-of-service expertise to ensure that residential ratepayers are allocated a just and reasonable portion of the proposed rate increases.

The circumstances necessitating the OCA's request to extend the term of Mr. Rubin's contract, to expend the remaining balance of the original \$60,000, is the result of several factors. During this time, a number of utilities were prohibited from filing rate cases on account of negotiated long-term rate plans; but for these rate plans and the resulting lack of rate cases, the OCA would have sought more assistance from Mr. Rubin and expended more of the balance of the original contract. The OCA also attributes the existence of a remaining balance to Mr. Rubin's careful, thoughtful, efficient and economic performance of his work. In addition to advocacy, Mr. Rubin has helped the OCA realize benefits for ratepayers through negotiation of settlements, which also result in reduced litigation costs and time savings to all involved.

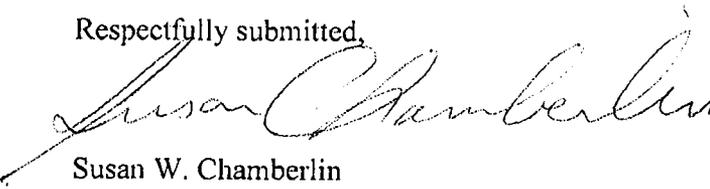
In order to avoid losing access to his proven expertise and assistance due to a lapse of time, the OCA requests permission to extend the term of Mr. Rubin's contract for an additional 12 months without changes to the original scope of work or authorized amount.

**TERMS OF PAYMENT**

Payment will be made pursuant to Exhibit B of the Original Contract. Funds are provided 100% through the public utility assessment. This is a no cost amendment for time only, all other terms and conditions remain unchanged.

Thank you for your consideration. Please do not hesitate to contact me if you have any questions.

Respectfully submitted,



Susan W. Chamberlin  
Consumer Advocate

Enclosures: Amendment to Professional Services Contract  
Original Agreement and Enclosures as Submitted February 24, 2012

**AMENDMENT TO  
PROFESSIONAL SERVICES CONTRACT**

Now comes the New Hampshire Office of the Consumer Advocate, hereinafter "the Agency", and Scott J. Rubin, hereinafter "the Contractor," and, pursuant to an agreement between the parties which was approved by Governor and Council on March 7, 2012, hereby agree to modify same as follows:

1. Item 1.7 of said contract is hereby modified such that the completion date is changed from June 30, 2013 to June 30, 2014.
2. All other provisions of the contract remain in effect.

This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to said agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands as indicated below:

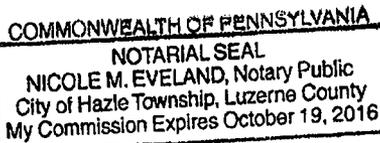
SCOTT, J. RUBIN

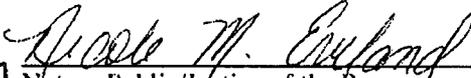
By:   
Scott J. Rubin

COMMONWEALTH OF PENNSYLVANIA

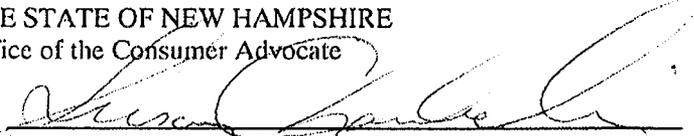
County of Columbia

On this the 17<sup>th</sup> day of April, 2013, before the undersigned officer, personally appeared Scott J. Rubin and acknowledged himself to be the individual who executed the forgoing instrument for the purpose therein contained. In witness whereof I hereto set my hand and official seal.



  
Notary Public/Justice of the Peace

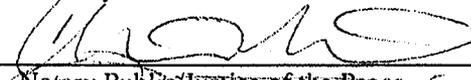
THE STATE OF NEW HAMPSHIRE  
Office of the Consumer Advocate

By:   
Susan W. Chamberlin, Consumer Advocate

STATE OF NEW HAMPSHIRE

County of Merrimack

On this the 24 day of April, 2013 before me personally appeared, Susan W. Chamberlin who acknowledged herself to be the individual who executed the forgoing instrument for the purpose therein contained. In witness whereof I hereto set my hand and official seal.

 Christina Martin  
Notary Public/Justice of the Peace Expires 6-8-16

Approved as to form, substance and execution by Attorney General this 24<sup>th</sup> day of April, 2013.

By: 

STATE OF NEW HAMPSHIRE

CONSUMER ADVOCATE  
Meredith A. Hatfield, Esq.

ASSISTANT CONSUMER ADVOCATE  
Rorie E.P. Hollenberg, Esq.



TDD Access: Relay NH  
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Tel. (603) 271-1172

Website:  
www.oca.nh.gov

OFFICE OF CONSUMER ADVOCATE

21 S. Fruit St., Suite 18  
Concord, NH 03301-2429

February 24, 2012

His Excellency Governor John H. Lynch  
And the Honorable Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

Authorize the Office of the Consumer Advocate (OCA) to enter into a contract with Scott J. Rubin (vc # 210881) of Bloomsburg, Pennsylvania, in an amount not to exceed \$60,000.00, to provide expert testimony, litigation assistance, training, and other services related to representing the interests of residential utility customers in dockets at the New Hampshire Public Utilities Commission (PUC), as described below, for the period from Governor and Executive Council approval through June 30, 2013. Funds are provided 100% through public utility assessment pursuant to RSA 363-A:1.

Funding is available in account Consumer Advocate as follows, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified:

**02-81-81-812010-28160000 Public Utilities Commission – Office of Consumer Advocate**

	<b><u>FY 2012</u></b>	<b><u>FY 2013</u></b>
010-081-28160000-233-500769 Litigation	\$25,000.00	\$35,000.00



### EXPLANATION

On February 7, 2012 the OCA issued a request for proposals (RFP) (Exhibit D) seeking expert assistance related to its participation in a range of PUC dockets involving natural gas, electric, water, and telecommunications utilities on behalf of residential utility customers. In significant part, the departure of the Consumer Advocate on March 1, 2012 underlies the need for this assistance and the RFP.

By statute (RSA 363:28-a, V(c)), a new Consumer Advocate must be recommended to the Governor and Council by the Residential Ratepayers Advisory Board (Board). At this time, the Board's search process is in its early stages and may take a period of months to complete. Until the Consumer Advocate position is filled, the OCA's professional staff is reduced by approximately 25% and the OCA's legal staff is reduced by 50%. Until the new Consumer Advocate is appointed, the OCA will have only one attorney to represent the office in all adjudicative proceedings at the PUC. In addition, this attorney will be Acting Consumer Advocate, with responsibility for the administrative functions of the OCA.

In addition, even after a new Consumer Advocate is appointed, there may be some period of training and transition during which the assistance of one or more outside expert witnesses will be critical to protecting the interests of residential utility customers in PUC proceedings. In addition, by necessity (and due to its small size and the volume of litigation at the PUC), the OCA's approved budget includes limited funds for the retention of witnesses who possess expert knowledge and experience in the area of public utility operation and regulation.

As a result, the OCA requires regulatory expert assistance in all facets of participating in PUC cases on behalf of residential customers. This assistance will include, but not be limited to:

- Review and analysis of filings, focusing on the impacts of such filings on residential customers;
- Assistance in the preparation, review, and analysis of materials in PUC dockets;
- Assistance with hearing preparation including drafting questions for cross examination;
- Attendance at technical sessions, settlement conferences and/or hearings as needed to assist the OCA;
- Assistance with the preparation of legal pleadings, including motions to compel responses to discovery requests and post-hearing briefs; and
- Other assistance as needed.

The OCA is currently a party to many cases pending at the Commission for which we may require assistance, including but not limited to:

DT 07-011	FairPoint Purchase of Verizon's Assets; Service Quality Penalties
DW 07-105	Lakes Region Water Company Service Quality Investigation

DE 08-103	Investigation of PSNH Installation of Scrubber Technology at Merrimack Station
DW 10-141	Lakes Region Water Company Rate Case
DE 10-188	CORE Energy Efficiency Programs
DE 10-261	PSNH Least Cost Integrated Resource Plan
DE 11-105	Unitil Petition for Adjustment to Certain Account Balances
DE 11-215	PSNH 2012 Energy Service Rate
DE 11-216	PSNH Alternative Default Service Rate Proposal
DE 11-250	PSNH Investigation of Scrubber Costs and Cost Recovery
DT 11-248	FairPoint Municipal Property Tax Surcharge

We expect that there will be several other cases filed by utilities and others in the coming months for which the OCA will also require expert assistance.

Because of the broad range of issues that could arise in PUC cases impacting residential customers, the OCA sought proposals from firms with diverse expertise and experience in all types of regulated utility matters.

### **RFP Process and Selection**

The OCA provided the RFP to thirteen consulting firms that work in the field of utility regulation, many which were recommended by other Consumer Advocate offices around the country. The consultants who received the RFP are listed in Exhibit E. The OCA also posted the RFP on our website and published a legal notice in the Union Leader. Five firms responded with proposals, three of which met the requirements of the RFP: Scott J. Rubin, Exeter Associates, Inc., and Backus, Meyer & Branch, LLP. Mr. Rubin proposed a competitive hourly rate, and negotiated a not-to-exceed price of \$60,000.00 over the proposed 21 months of the contract. Mr. Rubin has significant experience in a wide range of issues related to the utility industry, has participated in many rate cases including reviewing cost of service and rate design, and has represented consumer advocates and others in many mergers and acquisitions. He has served as a consultant to more than a dozen other consumer advocates throughout the country with similar contracts to provide general assistance, and has recently provided very effective and efficient services to the OCA. As a result, the OCA chose Mr. Rubin as one of two winning bidders. (The OCA intends to propose a second contract at the next meeting). Information about Mr. Rubin's firm is included in Exhibit F.

### **Terms of Payment**

Payment will be made pursuant to Exhibit B. Funds are provided 100% through the public utility assessment.

Thank you for your consideration. Please do not hesitate to contact me if you have any questions.

Respectfully submitted,

*Rorie E. P. Hollenberg*

Rorie E. P. Hollenberg, Esq.  
Assistant Consumer Advocate

Enclosures:   General Provisions Agreement, P-37  
                  Exhibit A – Scope of Services  
                  Exhibit B – Method of Payment  
                  Exhibit C – Special Provisions  
                  Exhibit D – Request for Proposal  
                  Exhibit E – Consultants Contacted  
                  Exhibit F – Vitae  
                  Bid Summary



Subject:

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

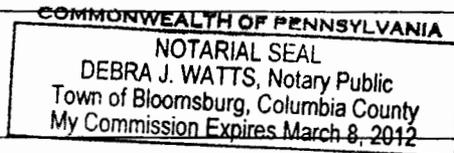
**1. IDENTIFICATION.**

1.1 State Agency Name <div style="border: 1px solid black; padding: 2px;">NH Office of Consumer Advocate</div>		1.2 State Agency Address <div style="border: 1px solid black; padding: 2px;">21 S. Fruit Street, Ste 12</div>	
1.3 Contractor Name <div style="border: 1px solid black; padding: 2px;">Scott J. Rubin</div>		1.4 Contractor Address <div style="border: 1px solid black; padding: 2px;">333 Oak Lane, Bloomsburg, PA 17815</div>	
1.5 Contractor Phone Number <div style="border: 1px solid black; padding: 2px;">570-387-1893</div>	1.6 Account Number <div style="border: 1px solid black; padding: 2px;">210881</div>	1.7 Completion Date <div style="border: 1px solid black; padding: 2px;">6/30/13</div>	1.8 Price Limitation <div style="border: 1px solid black; padding: 2px;">60,000</div>
1.9 Contracting Officer for State Agency <div style="border: 1px solid black; padding: 2px;">Rorie E.P. Hollenberg</div>		1.10 State Agency Telephone Number <div style="border: 1px solid black; padding: 2px;">603-271-1172</div>	
1.11 Contractor Signature <div style="border: 1px solid black; padding: 2px;"></div>		1.12 Name and Title of Contractor Signatory <div style="border: 1px solid black; padding: 2px;">Scott J. Rubin, Sole Proprietor</div>	

1.13 Acknowledgement: State of Pennsylvania, County of Columbia  
 On Feb. 22, 2012, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]



1.13.2 Name and Title of Notary or Justice of the Peace

Debra J. Watts, Notary

1.14 State Agency Signature

1.15 Name and Title of State Agency Signatory

Rorie E.P. Hollenberg, Assistant Consumer Advocate

1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)

By: Director, On: 2/24/12

1.17 Approval by the Attorney General (Form, Substance and Execution)

By: On: 2/24/12

1.18 Approval by the Governor and Executive Council

By: \_\_\_\_\_ On: \_\_\_\_\_



**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**  
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**  
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services; the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**  
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.



**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

~~14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance.~~

~~14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and~~

~~14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.~~

~~14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.~~

~~14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be~~

*JPR*

Contractor Initials *JPR EPK*  
Date *2/22/2012*



~~attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.~~

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



**Scope of Services**

Mr. Rubin proposes to provide expert witness, litigation support, training, and related services to assist the OCA with representing the interests of residential customers in a wide range of cases at the NH Public Utilities Commission (PUC). The scope of his proposal is to assist the OCA with the review of filings, the development of OCA positions, testimony, and pleadings as appropriate and as needed in cases.

The work on this project will include, but not be limited to, frequent consultation with OCA staff, participation in the discovery process (including assisting with the preparation and analysis of discovery), analyzing data, drafting memoranda, preparing for and attending meetings and technical conferences, preparing testimony and supporting schedules and workpapers (including rebuttal testimony, if required), responding to discovery requests, preparing for and attending hearings, assisting in the preparation of settlement agreements if appropriate, assistance with briefs and other pleadings, reviewing compliance filings, and providing other assistance in the transition to a new Consumer Advocate, including providing training if appropriate.



PAYMENT TERMS

The hourly rate is \$165.00, which includes all expenses, including travel costs, overnight delivery, and all other expenses. Invoices will be based on actual time expended, in increments of .25 hours. To perform all work required by the OCA on a wide range of cases impacting residential customers, from contract approval through June 30, 2013, the total not-to-exceed price is \$60,000.

Because the specific work assignments are to be determined by the OCA on an as-needed basis, it is not possible to provide a more detailed budget. Such budgets will be developed when appropriate for specific projects.



**SPECIAL PROVISIONS**

**WAIVER OF INSURANCE**

OCA requests a waiver of the liability insurance requirements found in Section 14 of the General Services Agreement. No goods are being purchased and the work will not be performed on State premises. The contractor's only presence on State premises will be related to or for the purposes of attending technical sessions and public hearings before the Public Utilities Commission. This contractor presents minimal liability risk to the State, similar to that presented by a other member of the public attending a Commission meeting or hearing.

Therefore, Scott J. Rubin is in compliance with, or should be exempt from, the requirements of NH RSA chapter 281-A.



February 7, 2012

**NEW HAMPSHIRE OFFICE OF CONSUMER ADVOCATE  
REQUEST FOR PROPOSALS  
FOR SERVICES RELATED TO PARTICIPATING IN  
NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION DOCKETS  
ON BEHALF OF RESIDENTIAL UTILITY CUSTOMERS**

Dear Prospective Bidder:

The New Hampshire Office of the Consumer Advocate (OCA) requests proposals from qualified firms or individuals to provide assistance to the OCA related to representing residential customers before the NH Public Utilities Commission. Specifically, the OCA seeks through this Request for Proposals (RFP) to retain expert assistance with issues related to the regulation of public utilities in New Hampshire. Most work will be performed in the context of proceedings at the Commission, including but not limited to issues related to utility rates and revenue requirement, cost of service and rate design, consumer protection, and utility acquisitions.

The following dates and information apply to this RFP:

1. Completed proposals must be received via email by the OCA by 12:00 p.m. noon on Friday, February 17, 2012. Please submit proposals to:

Christina Martin  
New Hampshire Office of Consumer Advocate  
21 South Fruit Street, Suite 18  
Concord, NH 03301  
[christina.martin@oca.nh.gov](mailto:christina.martin@oca.nh.gov)

2. Follow-up conferences/interviews will be scheduled as needed.
3. The OCA will evaluate the proposals as described herein.

**I. BACKGROUND**

The Office of the Consumer Advocate is charged by NH RSA 363:28 with representing the interests of residential ratepayers of public utilities, primarily in proceedings at the NH Public Utilities Commission (PUC), and also in regional and national forums as our resources allow.

The position of Consumer Advocate will be vacant for some period of time in the near future. As a result, the OCA requires legal and expert assistance on both current dockets and new dockets that may be opened during the transition period, which includes the appointment process for, and orientation of a new Consumer Advocate.

## SCOPE OF WORK

The OCA is currently a party to many cases pending at the Commission for which we may require assistance, including but not limited to:

DT 07-011	FairPoint Purchase of Verizon's Assets; Service Quality Penalties
DW 07-105	Lakes Region Water Company Service Quality Investigation
DE 08-103	Investigation of PSNH Installation of Scrubber Technology at Merrimack Station
DW 10-141	Lakes Region Water Company Rate Case
DE 10-188	CORE Energy Efficiency Programs
DE 10-261	PSNH Least Cost Integrated Resource Plan
DE 11-105	Unitil Petition for Adjustment to Certain Account Balances
DE 11-215	PSNH 2012 Energy Service Rate
DE 11-216	PSNH Alternative Default Service Rate Proposal
DE 11-250	PSNH Investigation of Scrubber Costs and Cost Recovery
DT 11-248	FairPoint Municipal Property Tax Surcharge

The OCA expects to participate in additional cases in 2012 and 2013 that will be filed in the coming months. The OCA typically participates in most cases impacting residential utility customers.

Due to the departure of the Consumer Advocate, the OCA requires the assistance of one or more qualified individuals or firms to assist with the evaluation of filings in current cases, as well as in cases opened by the Commission after the Consumer Advocate departs, with a focus on customer impacts. The period of time applicable to the requested services is from the date of approval of the proposal by the Governor and Executive Council until the end of the next fiscal year, June 30, 2013.

### Budget Constraints

The OCA has an extremely limited budget for expert assistance. Potential bidders should be aware that the OCA's total budget for expert witnesses in all cases in FY2012 and FY2013 is \$70,000 per year. As a result, hourly rates will be a major factor in the selection process.

## II. SCOPE OF SERVICES

The contractor(s) chosen will be expected to assist the OCA in the review and analysis of issues in utility cases impacting residential customers, and the development of positions and strategies to represent residential customers' interests. Deliverables may include, but not be limited to:

- Review and analysis of filings, focusing on the impacts of such filings and proposals on residential customers;

- Assistance in the preparation of discovery requests related to the filings and the relief requested;
- Review and analysis of the companies' responses to discovery requests;
- Assistance with the preparation of pre-filed written testimony on behalf of the OCA;
- Responses to discovery requests on testimony;
- Review and analysis of rebuttal testimony, if any;
- Assistance with possible settlement discussions;
- Assistance with hearing preparation including drafting questions for cross examination;
- Attendance at technical sessions, settlement conferences and/or hearings as needed to assist the OCA;
- Assistance with the preparation of legal pleadings, including motions to compel responses to discovery requests and post-hearing briefs; and
- Other assistance as needed.

### **III. CONFIDENTIALITY**

The contractor agrees to maintain the confidentiality of all confidential and work product information to which it has access until such time as it is instructed otherwise by the OCA. The contractor agrees to execute a nondisclosure agreement if necessary.

### **IV. WORK PAPERS**

At the conclusion of the work, the contractor will make available to the OCA work papers and source documents as requested.

### **V. COMPONENTS OF THE PROPOSAL**

The following is a list of the information that must be provided in a proposal. Bidders should respond to all areas listed below, in the order listed, including with a separate detailed section on a proposed budget.

1. *Corporate/Company Information.* Contractor must provide the OCA with information concerning its corporate/company history; *i.e.*, how many years in business, corporate officers or company principals, location of main and any branch offices, professional and business association memberships, etc.
2. *Personnel Assigned.* Contractor must provide the OCA with a list of all personnel who might be assigned to this project, including the project manager (if applicable) and detailed resumes and summaries of each individual reflecting their relevant experience and the nature of their specific responsibilities. During the course of the work, the OCA must approve in writing any substitutions or changes in personnel assigned to perform the work.
3. *Detailed Budget Proposal.* Provide the OCA with information about the Contractor's hourly rate, identifying the hourly rate(s) for all personnel and any associated expenses,

including areas of expertise for all personnel, and any estimated travel expenses that the Contract would incur when required to be in Concord, New Hampshire. The Contractor must identify any limitations on the number of hours per month that the Contractor is available.

4. *References.* Contractor must provide the OCA with a list of three references for work performed which is similar in scope or content to the services sought through this RFP, preferably work performed within the past 5 years.
5. *Relevant Writing Samples.* Contractor must provide writing samples, which could include testimony on such topics as utility base rate case issues, utility acquisition cases, consumer protection issues or other writings on these issues. Contractor should identify and describe if Contractor provides similar services to other ratepayer advocate or similar agencies. Electronic links to documents are preferred over hard copies.
6. *Statement of Disclosure.* Contractor must identify any and all existing or potential conflicts of interest, including those that arise as a result of any relationships or affiliations with utility companies under the jurisdiction of the Commission or their affiliates.
7. *Schedule Conflicts.* Contractor must identify any pre-existing professional and personal obligations during the rest of 2012 and the first half of 2013 which may require consideration in scheduling of existing or future Commission cases.

## **VI. CRITERIA FOR SELECTION**

Cost is a major consideration, as the OCA has a very limited annual budget for expert witnesses and consultants, but it may not be the sole determining factor in the OCA's decision. In assessing the proposals received and selecting a consultant, the OCA will consider the following criteria:

- a. Knowledge and practical skills and experience that the individual or organization possesses, including that of the staff and any subcontractors assigned to the project.
- b. Experience and qualifications in providing similar services in New Hampshire as well as other states and to other state utility consumer advocates or regulatory agencies.
- c. Availability and accessibility of staff assigned to project, including physical proximity to New Hampshire and travel costs.
- d. Ability to perform and complete the work requested.
- e. Cost of consulting services and expenses, including the competitiveness of the proposed hourly rates and any proposed discounts or other cost-effective benefits. (The OCA reserves the right to negotiate lower fees or a different fee structure than proposed with any selected firm(s)).

- f. Overall responsiveness to the requirements of the RFP, including completeness, clarity and quality of the proposal.
- g. Interviews, if performed.

**VII. GENERAL BID CONDITIONS**

Bids must be typed. One original hard copy and one electronic copy in PDF format must be received. Bids that are incomplete or unsigned will not be considered. The deadline for submitting bids electronically is 12:00 p.m. noon on Friday February 17, 2012 (a hard copy must be postmarked by that date). Bids should be addressed to Christina Martin, Office of the Consumer Advocate, 21 South Fruit Street, Suite 18, Concord, NH 03301 and sent via email to [christina.martin@oca.nh.gov](mailto:christina.martin@oca.nh.gov) and [ocalitigation@oca.nh.gov](mailto:ocalitigation@oca.nh.gov).

The OCA reserves the right to reject or accept any or all bids, to reject or accept all or any part of any bid, to determine what constitutes a conforming bid, to waive irregularities that it considers not material to the bid, to award the contract solely as it deems to be in the best interest of the State, to contract for any portion of the bids submitted, and to contract with more than one bidder if necessary.

All information relating to this bid (including but not limited to fees, contracts, agreements and prices) are subject to the laws of the State of New Hampshire regarding public information.

Any contract awarded from this RFP must be approved by the NH Governor and Executive Council. The approved contract will expire on June 30, 2013. For each Project Assignment, the Consultant may be required to conduct a project scoping meeting with the OCA. The purpose of the meeting is to review and refine the scope, task and project approach requirements, establish a project plan, with key deliverables and milestone dates, and to establish project management and communication protocols to ensure that the information needs of both the OCA and the Consultant are satisfied.

The OCA at any time, in its sole discretion, may terminate the contract, or postpone or delay all or any part of the contract, upon written notice.

**VIII. CERTIFICATES**

The chosen contractor will be required to provide the following certificates prior to entering into a contract (these materials are not required in responses to the RFP):

New Hampshire Secretary of State's Office Certificate of Good Standing ("CGS")	Individuals contracting in their own name do not need a CGS. Business organizations and trade names need a CGS, except for nonresident nonprofit corporations.
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Certificate of Vote Authority ("CVA")	Individuals contracting in their own name do not need a CVA. Business entities and trade names need a CVA.
Certificate of Insurance	Certificate of Insurance form attached with insurance coverage required under the contract. Modifications of insurance coverage required under the contract will be specified in Exhibit C.
Workers' Compensation	Contractor must demonstrate compliance with or exception from RSA 281-A (and if applicable, RSA 228:4-b and RSA 21-I:80, and any other applicable laws or rules).

## IX. FORM OF CONTRACT

The terms and conditions set forth in Attachment 1 Form P-37 (v. 1/09) General Provisions Agreement will apply to any contract awarded (but does not need to be completed as part of a proposal). Any contract resulting from this bid proposal shall not be deemed effective until it is signed by the Consumer Advocate and approved by the Governor and Executive Council.

Modifications to Form P-37: Proposals may substitute professional liability, errors and omissions, or similar insurance for some or all of the comprehensive general liability insurance identified in Paragraph 14.1.1 of the Form P-37. Any request to modify standard terms in the P-37 must be identified in the bid response.

1. Exeter Associates, Inc.  
10480 Little Patuxent Pkway, Suite 300  
Columbia, MD 21044 (New address good  
3/27/10)  
Contact: Thomas S. Catlin  
(410) 992-7500  
[tcatlin@exeterassociates.com](mailto:tcatlin@exeterassociates.com)  
[topcat@exeterassociates.com](mailto:topcat@exeterassociates.com)  
[www.exeterassociates.com](http://www.exeterassociates.com)
2. La Capra Associates  
One Washington Mall, 9th Floor  
Boston, MA 02108  
Contact: Alex Cochis [acochis@lacapra.com](mailto:acochis@lacapra.com)  
or Lee Smith [lsmith@lacapra.com](mailto:lsmith@lacapra.com)  
(617) 778-2475  
[www.lacapra.com](http://www.lacapra.com)
3. Rolka Loubé Saltzer Assoc.  
10601 Cavalier Drive  
Silver Spring, MD 20910  
(301) 681-0338  
Contact: Bob Loubé  
[bobloubé@earthlink.net](mailto:bobloubé@earthlink.net)
4. Scott J. Rubin  
333 Oak Lane  
Bloomsburg, PA 17815  
(570) 387-1893  
[scott.j.rubin@gmail.com](mailto:scott.j.rubin@gmail.com)
5. Thomas J. Norris, P.E.  
35 Lincoln Street  
Andover, MA 01810  
(832)585-0243  
[tom.norris@0910@gmail.com](mailto:tom.norris@0910@gmail.com)
6. NorthPoint Consulting Group  
Wheeler Professional Park  
One Oak Ridge Road  
Building #2, Suite 10B  
West Lebanon, NH 03784-3121  
[northpointgroup@aol.com](mailto:northpointgroup@aol.com)
7. Blue Ridge Consulting Services, Inc.  
2131 Woodruff Road  
Suite 2100 PMB 309  
Greenville, SC 29607  
(864) 331-0700  
[www.blueridgecs.com](http://www.blueridgecs.com)  
[info@blueridges.com](mailto:info@blueridges.com)
8. Paulina McCarter Collins  
10 RiverPlace Drive  
South Portland, ME 04106  
(207) 542-0973  
[Paulina\\_collins@yahoo.com](mailto:Paulina_collins@yahoo.com)
9. Synapse Energy Economics  
485 Massachusetts Avenue, Suite 2  
Cambridge, MA 02139  
(617) 661-3248  
[bbiewald@synapse-energy.com](mailto:bbiewald@synapse-energy.com)  
[www.synapse-energy.com](http://www.synapse-energy.com)
10. Hudson River Energy Group  
237 Schoolhouse Road  
Albany, NY 12203  
Contact: Frank Radigan  
(518) 452-2585  
[fradigan@aol.com](mailto:fradigan@aol.com)
11. Technical Associates, Inc.  
9030 Stony Point Parkway, Ste 580  
Richmond, VA 23235  
(804) 272-5363  
[watkinsg@TAI-econ.com](mailto:watkinsg@TAI-econ.com)  
[www.tai-econ.com](http://www.tai-econ.com)
12. Barbara R. Alexander  
Consumer Affairs Consultant  
83 Wedgewood Drive  
Winthrop, ME 04364  
(207) 395-4143  
[barbalex@ctel.net](mailto:barbalex@ctel.net)
13. Susan M. Baldwin  
17 Arlington Street  
Newburyport, MA 01950  
(978) 255-2344  
[smbaldwin@comcast.net](mailto:smbaldwin@comcast.net)



**Scott J. Rubin**

Attorney + Consultant

333 Oak Lane • Bloomsburg, PA 17815

**Current Position**

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Public Utility Attorney and Consultant. 1994 to present. I provide legal, consulting, and expert witness services to various organizations interested in the regulation of public utilities.

**Previous Positions**

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Lecturer in Computer Science, Susquehanna University, Selinsgrove, PA. 1993 to 2000.

Senior Assistant Consumer Advocate, Office of Consumer Advocate, Harrisburg, PA. 1990 to 1994.

I supervised the administrative and technical staff and shared with one other senior attorney the supervision of a legal staff of 14 attorneys.

Assistant Consumer Advocate, Office of Consumer Advocate, Harrisburg, PA. 1983 to 1990.

Associate, Laws and Staruch, Harrisburg, PA. 1981 to 1983.

Law Clerk, U.S. Environmental Protection Agency, Washington, DC. 1980 to 1981.

Research Assistant, Rockville Consulting Group, Washington, DC. 1979.

**Current Professional Activities**

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Member, American Bar Association, Public Utility Law Section.

Member, American Water Works Association.

Admitted to practice law before the Supreme Court of Pennsylvania, the New York State Court of Appeals, the United States District Court for the Middle District of Pennsylvania, the United States Court of Appeals for the Third Circuit, and the Supreme Court of the United States.

**Previous Professional Activities**

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Member, American Water Works Association, Rates and Charges Subcommittee, 1998-2001.

Member, Federal Advisory Committee on Disinfectants and Disinfection By-Products in Drinking Water, U.S. Environmental Protection Agency, Washington, DC. 1992 to 1994.

Chair, Water Committee, National Association of State Utility Consumer Advocates, Washington, DC. 1990 to 1994; member of committee from 1988 to 1990.

Member, Board of Directors, Pennsylvania Energy Development Authority, Harrisburg, PA. 1990 to 1994.

Member, Small Water Systems Advisory Committee, Pennsylvania Department of Environmental Resources, Harrisburg, PA. 1990 to 1992.

Member, Ad Hoc Committee on Emissions Control and Acid Rain Compliance, National Association of State Utility Consumer Advocates, 1991.

Member, Nitrogen Oxides Subcommittee of the Acid Rain Advisory Committee, U.S. Environmental Protection Agency, Washington DC. 1991.

### **Education**

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J.D. with Honors, George Washington University, Washington, DC. 1981.

B.A. with Distinction in Political Science, Pennsylvania State University, University Park, PA. 1978.

### **Publications and Presentations (\* denotes peer-reviewed publications)**

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1. "Quality of Service Issues," a speech to the Pennsylvania Public Utility Commission Consumer Conference, State College, PA. 1988.
2. K.L. Pape and S.J. Rubin, "Current Developments in Water Utility Law," in *Pennsylvania Public Utility Law* (Pennsylvania Bar Institute). 1990.
3. Presentation on Water Utility Holding Companies to the Annual Meeting of the National Association of State Utility Consumer Advocates, Orlando, FL. 1990.
4. "How the OCA Approaches Quality of Service Issues," a speech to the Pennsylvania Chapter of the National Association of Water Companies. 1991.
5. Presentation on the Safe Drinking Water Act to the Mid-Year Meeting of the National Association of State Utility Consumer Advocates, Seattle, WA. 1991.
6. "A Consumer Advocate's View of Federal Pre-emption in Electric Utility Cases," a speech to the Pennsylvania Public Utility Commission Electricity Conference. 1991.
7. Workshop on Safe Drinking Water Act Compliance Issues at the Mid-Year Meeting of the National Association of State Utility Consumer Advocates, Washington, DC. 1992.
8. Formal Discussant, Regional Acid Rain Workshop, U.S. Environmental Protection Agency and National Regulatory Research Institute, Charlotte, NC. 1992.
9. S.J. Rubin and S.P. O'Neal, "A Quantitative Assessment of the Viability of Small Water Systems in Pennsylvania," *Proceedings of the Eighth NARUC Biennial Regulatory Information Conference*, National Regulatory Research Institute (Columbus, OH 1992), IV:79-97.
10. "The OCA's Concerns About Drinking Water," a speech to the Pennsylvania Public Utility Commission Water Conference. 1992.
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16. "Water Service in the Year 2000," a speech to the Conference: "Utilities and Public Policy III: The Challenges of Change," sponsored by the Pennsylvania Public Utility Commission and the Pennsylvania State University, University Park, PA. 1993.
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20. "Serving the Customer," participant in panel discussion at the Annual Conference of the National Association of Water Companies, Williamsburg, VA. 1993.
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24. "Are Water Rates Becoming Unaffordable?," a speech to the Legislative and Regulatory Conference, Association of Metropolitan Water Agencies, Washington, DC. 1994.
25. "Relationships: Drinking Water, Health, Risk and Affordability," speaker and participant in panel discussion at the Annual Meeting of the Southeastern Association of Regulatory Commissioners, Charleston, SC. 1994.
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35. Participant in panel discussion on "The Efficient and Effective Maintenance and Delivery of Potable Water at Affordable Rates to the People of New Jersey," at The New Advocacy: Protecting Consumers in the Emerging Era of Utility Competition, a conference sponsored by the New Jersey Division of the Ratepayer Advocate, Newark, NJ. 1995.
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39. "Recent Federal Legislation Affecting Drinking Water Utilities," speaker at Pennsylvania Public Utility Law Conference, Pennsylvania Bar Institute, Hershey, PA. 1996.
40. "Clean Water at Affordable Rates: A Ratepayers Conference," moderator at symposium sponsored by the New Jersey Division of Ratepayer Advocate, Trenton, NJ. 1996.

41. "Water Workshop: How New Laws Will Affect the Economic Regulation of the Water Industry," speaker at the Annual Meeting of the National Association of State Utility Consumer Advocates, San Francisco, CA. 1996.
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49. "The Ticking Bomb: Competitive Electric Metering, Billing, and Collection," speaker at the Annual Meeting of the National Association of State Utility Consumer Advocates, Boston, MA. 1997.
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#### **Testimony as an Expert Witness**

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12. *In the Matter of the Application of Potomac Electric Power Company for Approval of its Third Least-Cost Plan*, D.C. Public Service Commission, Formal Case No. 917, Phase II. 1995. Concerning Clean Air Act implementation and environmental externalities, on behalf of the District of Columbia Office of the People's Counsel.
13. *In the Matter of the Regulation of the Electric Fuel Component Contained within the Rate Schedules of the Dayton Power and Light Company and Related Matters*, Ohio Public Utilities Commission, Case No. 94-105-EL-EFC. 1995. Concerning Clean Air Act implementation (case settled before testimony was filed), on behalf of the Office of the Ohio Consumers' Counsel.
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15. *Winter Harbor Water Company, Proposed Schedule Revisions to Introduce a Readiness-to-Serve Charge*, Maine Public Utilities Commission, Docket No. 95-271. 1995 and 1996. Concerning standards for, and the reasonableness of, imposing a readiness to serve charge and/or exit fee on the customers of a small investor-owned water utility, on behalf of the Maine Public Advocate.
16. *In the Matter of the 1995 Long-Term Electric Forecast Report of the Cincinnati Gas & Electric Company*, Public Utilities Commission of Ohio, Case No. 95-203-EL-FOR, and *In the Matter of the Two-Year Review of the Cincinnati Gas & Electric Company's Environmental Compliance Plan Pursuant to Section 4913.05*,

- Revised Cost*, Case No. 95-747-EL-ECP. 1996. Concerning the reasonableness of the utility's long-range supply and demand-management plans, the reasonableness of its plan for complying with the Clean Air Act Amendments of 1990, and discussing methods to ensure the provision of utility service to low-income customers, on behalf of the Office of the Ohio Consumers' Counsel..
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  18. *In the Matter of the Application of Citizens Utilities Company for a Hearing to Determine the Fair Value of its Properties for Ratemaking Purposes, to Fix a Just and Reasonable Rate of Return Thereon, and to Approve Rate Schedules Designed to Provide such Rate of Return*, Arizona Corporation Commission, Docket Nos. E-1032-95-417, *et al.* 1996. Concerning rate design, cost of service, and the price elasticity of water demand, on behalf of the Arizona Residential Utility Consumer Office.
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28. *In the Matter of the Petition of Valley Road Sewerage Company for a Revision in Rates and Charges for Water Service*, New Jersey Board of Public Utilities, Docket No. WR92080846J. 1997. Concerning the revenue requirements and rate design for a wastewater treatment utility, on behalf of the New Jersey Division of Ratepayer Advocate.
29. *Bangor Gas Company, L.L.C., Petition for Approval to Furnish Gas Service in the State of Maine*, Maine Public Utilities Commission, Docket No. 97-795. 1998. Concerning the standards and public policy concerns involved in issuing a certificate of public convenience and necessity for a new natural gas utility, and related ratemaking issues, on behalf of the Maine Public Advocate.
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requirements, level of affiliated charges, and rate design for a water utility, on behalf of the New Jersey Division of Ratepayer Advocate.

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44. *Testimony concerning Arsenic in Drinking Water: An Update on the Science, Benefits, and Costs*, Committee on Science, United States House of Representatives. 2001. Concerning the effects on low-income households and small communities from a more stringent regulation of arsenic in drinking water.
45. *In the Matter of the Application of The Cincinnati Gas & Electric Company for an Increase in Gas Rates in its Service Territory*, Public Utilities Commission of Ohio, Case No. 01-1228-GA-AIR, et al. 2002. Concerning the need for and structure of a special rider and alternative form of regulation for an accelerated main replacement program, on behalf of the Ohio Consumers' Counsel.

46. *Pennsylvania State Treasurer's Hearing on Enron and Corporate Governance Issues*. 2002. Concerning Enron's role in Pennsylvania's electricity market and related issues, on behalf of the Pennsylvania AFL-CIO.
47. *An Investigation into the Feasibility and Advisability of Kentucky-American Water Company's Proposed Solution to its Water Supply Deficit*, Kentucky Public Service Commission, Case No. 2001-00117. 2002. Concerning water supply planning, regulatory oversight, and related issue, on behalf of the Kentucky Office of Attorney General.
48. *Joint Application of Pennsylvania-American Water Company and Thames Water Aqua Holdings GmbH*, Pennsylvania Public Utility Commission, Docket Nos. A-212285F0096 and A-230073F0004. 2002. Concerning the risks and benefits associated with the proposed acquisition of a water utility, on behalf of the Pennsylvania Office of Consumer Advocate.
49. *Application for Approval of the Transfer of Control of Kentucky-American Water Company to RWE AG and Thames Water Aqua Holdings GmbH*, Kentucky Public Service Commission, Case No. 2002-00018. 2002. Concerning the risks and benefits associated with the proposed acquisition of a water utility, on behalf of the Kentucky Office of Attorney General.
50. *Joint Petition for the Consent and Approval of the Acquisition of the Outstanding Common Stock of American Water Works Company, Inc., the Parent Company and Controlling Shareholder of West Virginia-American Water Company*, West Virginia Public Service Commission, Case No. 01-1691-W-PC. 2002. Concerning the risks and benefits associated with the proposed acquisition of a water utility, on behalf of the Consumer Advocate Division of the West Virginia Public Service Commission.
51. *Joint Petition of New Jersey-American Water Company, Inc. and Thames Water Aqua Holdings GmbH for Approval of Change in Control of New Jersey-American Water Company, Inc.*, New Jersey Board of Public Utilities, Docket No. WM01120833. 2002. Concerning the risks and benefits associated with the proposed acquisition of a water utility, on behalf of the New Jersey Division of Ratepayer Advocate.
52. *Illinois-American Water Company, Proposed General Increase in Water Rates*, Illinois Commerce Commission, Docket No. 02-0690. 2003. Concerning rate design and cost of service issues, on behalf of the Illinois Office of the Attorney General.
53. *Pennsylvania Public Utility Commission v. Pennsylvania-American Water Company*, Pennsylvania Public Utility Commission, Docket No. R-00038304. 2003. Concerning rate design and cost of service issues, on behalf of the Pennsylvania Office of Consumer Advocate.
54. *West Virginia-American Water Company*, West Virginia Public Service Commission, Case No. 03-0353-W-42T. 2003. Concerning affordability, rate design, and cost of service issues, on behalf of the West Virginia Consumer Advocate Division.
55. *Petition of Seabrook Water Corp. for an Increase in Rates and Charges for Water Service*, New Jersey Board of Public Utilities, Docket No. WR3010054. 2003. Concerning revenue requirements, rate design, prudence, and regulatory policy, on behalf of the New Jersey Division of Ratepayer Advocate.
56. *Chesapeake Ranch Water Co. v. Board of Commissioners of Calvert County*, U.S. District Court for Southern District of Maryland, Civil Action No. 8:03-cv-02527-AW. 2004. Submitted expert report

concerning the expected level of rates under various options for serving new commercial development, on behalf of the plaintiff.

57. *Testimony concerning Lead in Drinking Water*, Committee on Government Reform, United States House of Representatives. 2004. Concerning the trade-offs faced by low-income households when drinking water costs increase, including an analysis of H.R. 4268.
58. *West Virginia-American Water Company*, West Virginia Public Service Commission, Case No. 04-0373-W-42T. 2004. Concerning affordability and rate comparisons, on behalf of the West Virginia Consumer Advocate Division.
59. *West Virginia-American Water Company*, West Virginia Public Service Commission, Case No. 04-0358-W-PC. 2004. Concerning costs, benefits, and risks associated with a wholesale water sales contract, on behalf of the West Virginia Consumer Advocate Division.
60. *Kentucky-American Water Company*, Kentucky Public Service Commission, Case No. 2004-00103. 2004. Concerning rate design and tariff issues, on behalf of the Kentucky Office of Attorney General.
61. *New Landing Utility, Inc.*, Illinois Commerce Commission, Docket No. 04-0610. 2005. Concerning the adequacy of service provided by, and standards of performance for, a water and wastewater utility, on behalf of the Illinois Office of Attorney General.
62. *People of the State of Illinois v. New Landing Utility, Inc.*, Circuit Court of the 15<sup>th</sup> Judicial District, Ogle County, Illinois, No. 00-CH-97. 2005. Concerning the standards of performance for a water and wastewater utility, including whether a receiver should be appointed to manage the utility's operations, on behalf of the Illinois Office of Attorney General.
63. *Hope Gas, Inc. d/b/a Dominion Hope*, West Virginia Public Service Commission, Case No. 05-0304-G-42T. 2005. Concerning the utility's relationships with affiliated companies, including an appropriate level of revenues and expenses associated with services provided to and received from affiliates, on behalf of the West Virginia Consumer Advocate Division.
64. *Monongahela Power Co. and The Potomac Edison Co.*, West Virginia Public Service Commission, Case Nos. 05-0402-E-CN and 05-0750-E-PC. 2005. Concerning review of a plan to finance the construction of pollution control facilities and related issues, on behalf of the West Virginia Consumer Advocate Division.
65. *Joint Application of Duke Energy Corp., et al., for Approval of a Transfer and Acquisition of Control*, Case Kentucky Public Service Commission, No. 2005-00228. 2005. Concerning the risks and benefits associated with the proposed acquisition of an energy utility, on behalf of the Kentucky Office of the Attorney General.
66. *Commonwealth Edison Company proposed general revision of rates, restructuring and price unbundling of bundled service rates, and revision of other terms and conditions of service*, Illinois Commerce Commission, Docket No. 05-0597. 2005. Concerning rate design and cost of service, on behalf of the Illinois Office of Attorney General.
67. *Pennsylvania Public Utility Commission v. Aqua Pennsylvania, Inc.*, Pennsylvania Public Utility Commission, Docket No. R-00051030. 2006. Concerning rate design and cost of service, on behalf of the Pennsylvania Office of Consumer Advocate.

68. *Central Illinois Light Company d/b/a AmerenCILCO, Central Illinois Public Service Company d/b/a AmerenCIPS, and Illinois Power Company d/b/a AmerenIP, proposed general increases in rates for delivery service*, Illinois Commerce Commission, Docket Nos. 06-0070, et al. 2006. Concerning rate design and cost of service, on behalf of the Illinois Office of Attorney General.
69. *Grens, et al., v. Illinois-American Water Co.*, Illinois Commerce Commission, Docket Nos. 5-0681, et al. 2006. Concerning utility billing, metering, meter reading, and customer service practices, on behalf of the Illinois Office of Attorney General and the Village of Homer Glen, Illinois.
70. *Commonwealth Edison Company Petition for Approval of Tariffs Implementing ComEd's Proposed Residential Rate Stabilization Program*, Illinois Commerce Commission, Docket No. 06-0411. 2006. Concerning a utility's proposed purchased power phase-in proposal, in behalf of the Illinois Office of Attorney General.
71. *Illinois-American Water Company, Application for Approval of its Annual Reconciliation of Purchased Water and Purchased Sewage Treatment Surcharges Pursuant to 83 Ill. Adm. Code 655*, Illinois Commerce Commission, Docket No. 06-0196. 2006. Concerning the reconciliation of purchased water and sewer charges, on behalf of the Illinois Office of Attorney General and the Village of Homer Glen, Illinois.
72. *Illinois-American Water Company, et al.*, Illinois Commerce Commission, Docket No. 06-0336. 2006. Concerning the risks and benefits associated with the proposed divestiture of a water utility, on behalf of the Illinois Office of Attorney General.
73. *Joint Petition of Kentucky-American Water Company, et al.*, Kentucky Public Service Commission, Docket No. 2006-00197. 2006. Concerning the risks and benefits associated with the proposed divestiture of a water utility, on behalf of the Kentucky Office of Attorney General.
74. *Aqua Illinois, Inc. Proposed Increase in Water Rates for the Kankakee Division*, Illinois Commerce Commission, Docket No. 06-0285. 2006. Concerning various revenue requirement, rate design, and tariff issues, on behalf of the County of Kankakee.
75. *Housing Authority for the City of Pottsville v. Schuylkill County Municipal Authority*, Court of Common Pleas of Schuylkill County, Pennsylvania, No. S-789-2000. 2006. Concerning the reasonableness and uniformity of rates charged by a municipal water authority, on behalf of the Pottsville Housing Authority.
76. *Application of Pennsylvania-American Water Company for Approval of a Change in Control*, Pennsylvania Public Utility Commission, Docket No. A-212285F0136. 2006. Concerning the risks and benefits associated with the proposed divestiture of a water utility, on behalf of the Pennsylvania Office of Consumer Advocate.
77. *Application of Artesian Water Company, Inc., for an Increase in Water Rates*, Delaware Public Service Commission, Docket No. 06-158. 2006. Concerning rate design and cost of service, on behalf of the Staff of the Delaware Public Service Commission.
78. *Central Illinois Light Company, Central Illinois Public Service Company, and Illinois Power Company: Petition Requesting Approval of Deferral and Securitization of Power Costs*, Illinois Commerce Commission, Docket No. 06-0448. 2006. Concerning a utility's proposed purchased power phase-in proposal, in behalf of the Illinois Office of Attorney General.

79. *Petition of Pennsylvania-American Water Company for Approval to Implement a Tariff Supplement Revising the Distribution System Improvement Charge*, Pennsylvania Public Utility Commission, Docket No. P-00062241. 2007. Concerning the reasonableness of a water utility's proposal to increase the cap on a statutorily authorized distribution system surcharge, on behalf of the Pennsylvania Office of Consumer Advocate.
80. *Adjustment of the Rates of Kentucky-American Water Company*, Kentucky Public Service Commission, Case No. 2007-00143. 2007. Concerning rate design and cost of service, on behalf of the Kentucky Office of Attorney General.
81. *Application of Kentucky-American Water Company for a Certificate of Convenience and Necessity Authorizing the Construction of Kentucky River Station II, Associated Facilities and Transmission Main*, Kentucky Public Service Commission, Case No. 2007-00134. 2007. Concerning the life-cycle costs of a planned water supply source and the imposition of conditions on the construction of that project, on behalf of the Kentucky Office of Attorney General.
82. *Pa. Public Utility Commission v. Pennsylvania-American Water Company*, Pennsylvania Public Utility Commission, Docket No. R-00072229. 2007. Concerning rate design and cost of service, on behalf of the Pennsylvania Office of Consumer Advocate.
83. *Illinois-American Water Company Application for Approval of its Annual Reconciliation of Purchased Water and Purchased Sewage Treatment Surcharges*, Illinois Commerce Commission, Docket No. 07-0195. 2007. Concerning the reconciliation of purchased water and sewer charges, on behalf of the Illinois Office of Attorney General.
84. *In the Matter of the Application of Aqua Ohio, Inc. to Increase Its Rates for Water Service Provided In the Lake Erie Division*, Public Utilities Commission of Ohio, Case No.07-0564-WW-AIR. 2007. Concerning rate design and cost of service, on behalf of the Office of the Ohio Consumers' Counsel.
85. *Pa. Public Utility Commission v. Aqua Pennsylvania Inc.*, Pennsylvania Public Utility Commission, Docket No. R-00072711. 2008. Concerning rate design, on behalf of the Masthope Property Owners Council.
86. *Illinois-American Water Company Proposed increase in water and sewer rates*, Illinois Commerce Commission, Docket No. 07-0507. 2008. Concerning rate design and demand studies, on behalf of the Illinois Office of Attorney General.
87. *Central Illinois Light Company, d/b/a AmerenCILCO; Central Illinois Public Service Company, d/b/a AmerenCIPS; Illinois Power Company, d/b/a AmerenIP: Proposed general increase in rates for electric delivery service*, Illinois Commerce Commission Docket Nos. 07-0585, 07-0586, 07-0587. 2008. Concerning rate design and cost of service studies, on behalf of the Illinois Office of Attorney General.
88. *Commonwealth Edison Company: Proposed general increase in electric rates*, Illinois Commerce Commission Docket No. 07-0566. 2008. Concerning rate design and cost of service studies, on behalf of the Illinois Office of Attorney General.

89. *In the Matter of Application of Ohio American Water Co. to Increase Its Rates*, Public Utilities Commission of Ohio, Case No. 07-1112-WS-AIR. 2008. Concerning rate design and cost of service, on behalf of the Office of the Ohio Consumers' Counsel.
90. *In the Matter of the Application of The East Ohio Gas Company d/b/a Dominion East Ohio for Authority to Increase Rates for its Gas Service*, Public Utilities Commission of Ohio, Case Nos. 07-829-GA-AIR, et al. 2008. Concerning the need for, and structure of, an accelerated infrastructure replacement program and rate surcharge, on behalf of the Office of the Ohio Consumers' Counsel.
91. *Pa. Public Utility Commission v. Pennsylvania American Water Company*, Pennsylvania Public Utility Commission, Docket No. R-2008-2032689. 2008. Concerning rate design, cost of service study, and other tariff issues, on behalf of the Pennsylvania Office of Consumer Advocate.
92. *Pa. Public Utility Commission v. York Water Company*, Pennsylvania Public Utility Commission, Docket No. R-2008-2023067. 2008. Concerning rate design, cost of service study, and other tariff issues, on behalf of the Pennsylvania Office of Consumer Advocate.
93. *Northern Illinois Gas Company d/b/a Nicor Gas Company*, Illinois Commerce Commission, Docket No. 08-0363. 2008. Concerning rate design, cost of service, and automatic rate adjustments, on behalf of the Illinois Office of Attorney General.
94. *West Virginia American Water Company*, West Virginia Public Service Commission, Case No. 08-0900-W-42T. 2008. Concerning affiliated interest charges and relationships, on behalf of the Consumer Advocate Division of the Public Service Commission of West Virginia.
95. *Illinois-American Water Company Application for Approval of its Annual Reconciliation of Purchased Water and Purchased Sewage Treatment Surcharges*, Illinois Commerce Commission, Docket No. 08-0218. 2008. Concerning the reconciliation of purchased water and sewer charges, on behalf of the Illinois Office of Attorney General.
96. *In the Matter of Application of Duke Energy Ohio, Inc. for an Increase in Electric Rates*, Public Utilities Commission of Ohio, Case No. 08-0709-EL-AIR. 2009. Concerning rate design and cost of service, on behalf of the Office of the Ohio Consumers' Counsel.
97. *The Peoples Gas Light and Coke Company and North Shore Gas Company Proposed General Increase in Rates for Gas Service*, Illinois Commerce Commission, Docket Nos. 09-0166 and 09-0167. 2009. Concerning rate design and automatic rate adjustments on behalf of the Illinois Office of Attorney General, Citizens Utility Board, and City of Chicago.
98. *Illinois-American Water Company Proposed Increase in Water and Sewer Rates*, Illinois Commerce Commission, Docket No. 09-0319. 2009. Concerning rate design and cost of service on behalf of the Illinois Office of Attorney General and Citizens Utility Board.
99. *Pa. Public Utility Commission v. Aqua Pennsylvania Inc.*, Pennsylvania Public Utility Commission, Docket No. R-2009-2132019. 2010. Concerning rate design, cost of service, and automatic adjustment tariffs, on behalf of the Pennsylvania Office of Consumer Advocate.
100. *Apple Canyon Utility Company and Lake Wildwood Utilities Corporation Proposed General Increases in Water Rates*, Illinois Commerce Commission, Docket Nos. 09-0548 and 09-0549. 2010. Concerning

parent-company charges, quality of service, and other matters, on behalf of Apple Canyon Lake Property Owners' Association and Lake Wildwood Association, Inc.

101. *Application of Aquarion Water Company of Connecticut to Amend its Rate Schedules*, Connecticut Department of Public Utility Control, Docket No. 10-02-13. 2010. Concerning rate design, proof of revenues, and other tariff issues, on behalf of the Connecticut Office of Consumer Counsel.
102. *Illinois-American Water Company Annual Reconciliation Of Purchased Water and Sewage Treatment Surcharges*, Illinois Commerce Commission, Docket No. 09-0151. 2010. Concerning the reconciliation of purchased water and sewer charges, on behalf of the Illinois Office of Attorney General.
103. *Pa. Public Utility Commission v. Pennsylvania-American Water Co.*, Pennsylvania Public Utility Commission, Docket Nos. R-2010-2166212, et al. 2010. Concerning rate design and cost of service study for four wastewater utility districts, on behalf of the Pennsylvania Office of Consumer Advocate.
104. *Central Illinois Light Company d/b/a AmerenCILCO, Central Illinois Public Service Company d/b/a AmerenCIPS, Illinois Power Company d/b/a AmerenIP Petition for accounting order*, Illinois Commerce Commission, Docket No. 10-0517. 2010. Concerning ratemaking procedures for a multi-district electric and natural gas utility, on behalf of the Illinois Office of Attorney General.
105. *Commonwealth Edison Company Petition for General Increase in Delivery Service Rates*, Illinois Commerce Commission Docket No. 10-0467. 2010. Concerning rate design and cost of service study, on behalf of the Illinois Office of Attorney General.
106. *Pa. Public Utility Commission v. City of Lancaster Bureau of Water*, Pennsylvania Public Utility Commission, Docket No. R-2010-2179103. 2010. Concerning rate design, cost of service, and cost allocation, on behalf of the Pennsylvania Office of Consumer Advocate.
107. *Application of Yankee Gas Services Company for Amended Rate Schedules*, Connecticut Department of Public Utility Control, Docket No. 10-12-02. 2011. Concerning rate design and cost of service for a natural gas utility, on behalf of the Connecticut Office of Consumers' Counsel.
108. *California-American Water Company*, California Public Utilities Commission, Application 10-07-007. 2011. Concerning rate design and cost of service for multiple water-utility service areas, on behalf of The Utility Reform Network.
109. *Little Washington Wastewater Company, Inc., Masthope Wastewater Division*, Pennsylvania Public Utility Commission Docket No. R-2010-2207833. 2011. Concerning rate design and various revenue requirements issues, on behalf of the Masthope Property Owners Council.
110. *In the matter of Pittsfield Aqueduct Company, Inc.*, New Hampshire Public Utilities Commission Case No. DW 10-090. 2011. Concerning rate design and cost of service on behalf of the New Hampshire Office of the Consumer Advocate.
111. *In the matters of Pennichuck Water Works, Inc. Permanent Rate Case and Petition for Approval of Special Contract with Anheuser-Busch, Inc.*, New Hampshire Public Utilities Commission Case Nos. DW 10-091 and DW 11-014. 2011. Concerning rate design, cost of service, and contract interpretation on behalf of the New Hampshire Office of the Consumer Advocate.

112. *Artesian Water Co., Inc. v. Chester Water Authority*, U.S. District Court for the Eastern District of Pennsylvania Case No. 10-CV-07453-JP. 2011. Concerning cost of service, ratemaking methods, and contract interpretation on behalf of Chester Water Authority.
113. *North Shore Gas Company and The Peoples Gas Light and Coke Company Proposed General Increases in Rates for Gas Service*, Illinois Commerce Commission, Docket Nos. 11-0280 and 11-0281. 2011. Concerning rate design and cost of service on behalf of the Illinois Office of Attorney General, the Citizens Utility Board, and the City of Chicago.
114. *Ameren Illinois Company: Proposed general increase in electric delivery service rates and gas delivery service rates*, Illinois Commerce Commission, Docket Nos. 11-0279 and 11-0282. 2011. Concerning rate design and cost of service for natural gas and electric distribution service, on behalf of the Illinois Office of Attorney General and the Citizens Utility Board.
115. *Pa. Public Utility Commission v. Pennsylvania-American Water Co.*, Pennsylvania Public Utility Commission, Docket No. R-2011-2232243. 2011. Concerning rate design, cost of service, sales forecast, and automatic rate adjustments on behalf of the Pennsylvania Office of Consumer Advocate.
116. *Aqua Illinois, Inc. Proposed General Increase in Water and Sewer Rates*, Illinois Commerce Commission, Docket No. 11-0436. 2011. Concerning rate design and cost of service on behalf of the Illinois Office of Attorney General.
117. *City of Nashua Acquisition of Pennichuck Corporation*, New Hampshire Public Utilities Commission, Docket No. DW 11-026. 2011. Concerning the proposed acquisition of an investor-owned utility holding company by a municipality, including appropriate ratemaking methodologies, on behalf of the New Hampshire Office of Consumer Advocate.
118. *An Application by Heritage Gas Limited for the Approval of a Schedule of Rates, Tolls and Charges*, Nova Scotia Utility and Review Board, Case NSUARB-NG-HG-R-11. 2011. Concerning rate design and cost of service, on behalf of the Nova Scotia Consumer Advocate.
119. *An Application of Halifax Regional Water Commission for Approval of a Cost of Service and Rate Design Methodology*, Nova Scotia Utility and Review Board, Case NSUARB-W-HRWC-R-11. 2011. Concerning rate design and cost of service, on behalf of the Nova Scotia Consumer Advocate.
120. *National Grid USA and Liberty Energy Utilities Corp.*, New Hampshire Public Utilities Commission, Docket No. DG 11-040. 2011. Concerning the costs and benefits of a proposed merger and related conditions, on behalf of the New Hampshire Office of Consumer Advocate.
121. *Great Northern Utilities, Inc., et al.*, Illinois Commerce Commission, Docket Nos. 11-0059, et al. 2012. Concerning options for mitigating rate impacts and consolidating small water and wastewater utilities for ratemaking purposes, on behalf of the Illinois Office of Attorney General.
122. *Aqua Pennsylvania, Inc.*, Pennsylvania Public Utility Commission, Docket No. R-2011-2267958. 2012. Concerning rate design, cost of service, and automatic rate adjustment mechanisms, on behalf of the Pennsylvania Office of Consumer Advocate.

### Bid Summary

The OCA posted the RFP for services on our website, ran a legal notice advertisement in the Union Leader and Concord Monitor on February 19, 2012, and also provided it to thirteen consulting firms that work in the utility industry. The OCA received five proposals in response to the RFP.

The proposals received were from Backus, Meyer & Branch, LLP; Exeter Associates, Inc.; Scott J. Rubin; Synapse Energy Economics, Inc.; and Kenneth E. Traum.

The OCA had four staff members review the proposals, the Consumer Advocate, Meredith A. Hatfield, the Assistant Consumer Advocate, Rorie E.P. Hollenberg, the Finance Director, Donna L. McFarland, and the Utility Analyst, Stephen R. Eckberg. Each reviewer considered:

- Whether the proposals were complete and met the RFP requirements;
- The quality and extent of the bidder's experience and expertise in utility operations and regulation;
- Ability to complete the tasks necessary for the job;
- The knowledge and practical skills of both the firm and the staff assigned in the proposal;
- Any experience and qualifications in providing similar services to Commissions, Consumer Advocates, or other similar clients;
- The proposed hourly rate for the project;
- Availability during the timeframe of the docket;
- Potential conflicts of interest; and
- Distance and accessibility to the OCA's offices.

After this process, the reviewers determined that the OCA should seek approval to contract with Scott J. Rubin. (The OCA also intends to contract with Exeter Associates, and will present a proposed contract at the next Governor and Council meeting.).