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STATE OF NEW HAMPSHIRE

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CONSUMER ADVOCATE
Donald M. Kreis

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

ASSISTANT CONSUMER ADVOCATE
Pradip K. Chattopadhyay

Tel. (603) 271-1172

Website:
www.oca.nh.gov



OFFICE OF CONSUMER ADVOCATE

21 S. Fruit St., Suite 18
Concord, NH 03301-2441

June 1, 2016

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 enter into a **SOLE SOURCE** amendment to its contract with Scott J. Rubin, Bloomsburg, PA, Vendor Code #210881 to provide expert services by extending the contract from June 30, 2016 to June 30, 2017, and by increasing the price limitation by \$23,000 from \$21,000 to \$44,000 effective upon Governor and Executive Council approval. The original contract was approved by Governor and Executive Council on November 4, 2015, Item #37. 100% Other Funds - Utility Assessments.

Funding is available in account Consumer Advocate as follows:

02-81-81-812010-28160000 Consumer Advocate

	<u>FY 2016</u>	<u>FY2017</u>
010-081-28160000-233-500769 Litigation	\$21,000	\$23,000

EXPLANATION

The reason for amending the contract on a **SOLE SOURCE** basis is that Mr. Rubin is providing ongoing expert witness assistance to the OCA on matters of rate design in connection with a water utility rate case that has taken longer than originally anticipated – and the same sort of expert assistance is required on two major electric rate cases that have just been filed and are moving forward on an immediate basis.

On November 4, 2015, the OCA entered into a contract for services with Mr. Rubin for assistance in representing residential ratepayer interests in connection with two water utility rate cases (DW 15-199, Abenaki Water Company, and DW 15-209, Lakes Region Water Company). As noted in the OCA's request for approval 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.

In the course of his work pursuant to this contract, Mr. Rubin has provided key assistance to the OCA. In particular, his proposal for rate design (i.e., the process by which a utility's annual revenue requirement is divided among distinct customer classes and translated into specific rates applicable to those classes based on principles of cost causation and fairness) was adopted into by the parties to the Abenaki rate case in the settlement agreement we presented to the PUC.

Work on the Lakes Region Water Company rate case is ongoing and, in light of a recent request by the utility to extend deadlines in the case to allow for significant amendments to the utility's rate proposal to account for its recently concluded acquisition of an additional and previously unregulated water system, the proceeding (1) will not be complete prior to the expiration of Mr. Rubin's current contract and (2) requires significant additional analysis to be conducted by the various witnesses and experts participating in the proceeding, including Mr. Rubin on behalf of OCA.

In addition, on April 29, 2016 two of the state's electric distribution utilities filed rate cases (DE 16-383, Liberty Utilities, and DE 16-384, Unil Energy Systems, Inc.) that, in light of the small staff of the OCA, will require the Office to acquire outside assistance of precisely the sort Mr. Rubin is presently providing to the OCA in connection with the two water cases. The need for Mr. Rubin's assistance in the two rate cases is pressing (because it is unusual for two major utilities to file rate cases on the same date) and immediate inasmuch as each utility has requested a prompt opportunity to implement a temporary rate increase. For these reasons, rather than issue a new request for proposals the OCA is requesting authority to extend and expand its contract with Mr. Rubin on a sole-source basis to allow the Office to have uninterrupted access to his services. Therefore, the OCA requests permission to extend the authorized amount of the contract by \$23,000 to the end of fiscal year 2017.

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

Sincerely,



Donald M. Kreis
Consumer Advocate

**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 November 4, 2015, (Item # 37) hereby agree to modify as follows:

1. Item 1.7 of said contract is hereby modified such that the completion date is changed from June 30, 2016 to June 30, 2017.
2. Item 1.8 of said contract is hereby modified such that the price limitation is changed from \$21,000 to \$44,000.
3. 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.

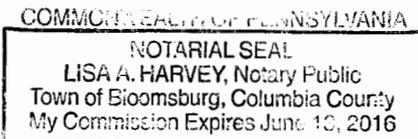
IN WITNESS WHEREOF, the parties hereto have set their hands as indicated below:

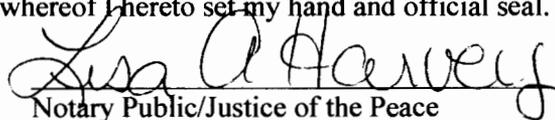
SCOTT J. RUBIN

By: 
Scott J. Rubin

COMMONWEALTH OF PENNSYLVANIA
County of Columbia

On this the 19th day of May, 2016, 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: 
Donald M. Kreis, Consumer Advocate

STATE OF NEW HAMPSHIRE
County of Merrimack

On this the 5th day of May, 2016 before me personally appeared, Donald M. Kreis who 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

Approved as to form, substance and execution by Attorney General this 23 day of May, 2016.

By: 

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Mac

STATE OF NEW HAMPSHIRE

0071815

CONSUMER ADVOCATE
Susan W. Chamberlin, Esq.

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

Tel. (603) 271-1172

ASSISTANT CONSUMER ADVOCATE
Dr. Pradip K. Chattopadhyay

Website:
www.oca.nh.gov



OFFICE OF CONSUMER ADVOCATE

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

October 19, 2015

Her Excellency Governor Margret Wood Hassan
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 \$21,000.00, to provide expert testimony, litigation assistance, 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, 2016. 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

	<u>FY 2016</u>
010-081-28160000-233-500769 Litigation	\$21,000.00

EXPLANATION

On August 10, 2015 the OCA issued a request for proposals (RFP) (Exhibit D) seeking expert assistance related to its participation in PUC dockets involving natural gas, electric, and water utilities on behalf of residential utility customers. Specifically the OCA is seeking expert services related to two rate cases described below, and other cases as needed. 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."

Docket No. DW 15-199
Abenaki Water Company

On July 24, 2015 Abenaki Water Co (Abenaki) proposed to increase its annual water revenues on a consolidated basis by \$45,393 from its Belmont and Bow water customers. On a per customer basis, for a single family home in Belmont, the average monthly water bill (3,000 gallons) would increase by \$11.25, from \$53.75 to \$65.00. For a single family home in Bow, the average monthly water bill (3,000 gallons) will increase by \$14.09, from \$50.91 to \$65.00. The proposed increase is stated to be due from capital improvements and organization costs, 2015 planned capital improvements, and increases in operating expenses, depreciation and amortization and taxes.

In addition, Abenaki proposes to increase its annual revenues from its sewer services by \$39,246 from its Belmont sewer customers. On a per customer basis, for a single family home, the average monthly bill (3,000 gallons) would increase by \$16.22, from \$34.55 to \$50.77. The proposed increase is stated to be due to 2014 capital improvements and organization costs, and increases in operating expenses, depreciation and amortization and taxes. Abenaki also seeks to recover the balance of a deferred cost differential via a separate sewer surcharge for charges from the City of Laconia over a 12 month period. The Company seeks approval of a mechanism to "pass through" future City of Laconia sewer expense increases at cost.

Docket No. DW 15 – 209
Lakes Region Water Co., Inc.

On June 3, 2015 Lakes Region Water Company (Lakes Region) provided notice to the Commission that it intends to file a petition for a change in rate schedules. On August 5, 2015 Lakes Region filed a petition for permanent rate increases from general customers in the amount of \$398,274 which is 38.18% above the Company's approved rates. On a per customer basis, the average revenue increase would be \$239.06 per year or \$59.77 per quarter.

As a result, the OCA requires regulatory expert assistance for participating in these two rates cases and other 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.

We expect that there will be 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

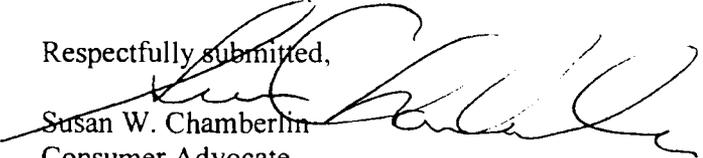
The OCA provided the RFP to consulting firms that work in the field of utility regulation, many which were recommended by other Consumer Advocate offices around the country. The consultants who received the RFP are listed in Exhibit E. The OCA also posted the RFP on our website. Seven firms responded with proposals, six of which met the requirements of the RFP: Scott J. Rubin, WHN Consulting, QSI Consulting, Larkin and Associates, Ben Johnson Associates, and PCMG. Due to the complex nature of utility rate cases, the OCA proposes splitting the contract between two consultants Scott Rubin and Ben Johnson Associates. (Mr. Johnsons contract will be filed for approval separately). Mr. Rubin proposed a competitive hourly rate, and negotiated a not-to-exceed price of \$21,000.00 over the approximately 8 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. 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,


Susan W. Chamberlin
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:

[Empty box for subject]

FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Office of Consumer Advocate		1.2 State Agency Address 21 S. Fruit Street, Ste 12	
1.3 Contractor Name Scott J. Rubin		1.4 Contractor Address 333 Oak Lane, Bloomsburg, PA 17815	
1.5 Contractor Phone Number 570-387-1893	1.6 Account Number 210881	1.7 Completion Date 6/30/16	1.8 Price Limitation 21,000
1.9 Contracting Officer for State Agency Susan Chamberlin, Consumer Advocate		1.10 State Agency Telephone Number 603-271-1172	
1.11 Contractor Signature <i>Scott J. Rubin</i>		1.12 Name and Title of Contractor Signatory Scott J. Rubin, Sole Proprietor	
1.13 Acknowledgement: State of <u>Pennsylvania</u> , County of <u>Columbia</u> On <u>10/20/2015</u> , 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 <i>Lisa A. Harvey</i> [Seal]		COMM. EXPIRES NOV. 15, 2016 NOTARIAL SEAL LISA A. HARVEY, Notary Public Town of Bloomsburg, Columbia County My Commission Expires June 15, 2016	
1.13.2 Name and Title of Notary or Justice of the Peace <u>LISA A. HARVEY, Notary Public</u>			
1.14 State Agency Signature <i>Susan Chamberlin</i>		1.15 Name and Title of State Agency Signatory Susan Chamberlin, Consumer Advocate	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <i>[Signature]</i> Deputy Director, On: <u>10/21/15</u>			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> On: <u>10/19/15</u>			
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

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, and related services to assist the OCA with representing the interests of residential customers in two rate case proceedings and other 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 needed.

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

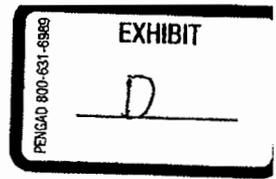
The hourly rate is \$175.00, which includes all expenses, including travel costs, overnight delivery, and all other expenses. Invoices will be based on actual time expended, in increments of .25 hours. Mr. Rubin will perform work required by the OCA on the cases affecting residential customers, from contract approval through June 30, 2016. The total not-to-exceed price is \$21,000. This will provide approximately 120 hours of professional services.

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 any 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.



August 10, 2015

**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 (Commission) or, on occasion, other entities. The OCA seeks, through this Request for Proposals (RFP), to retain one or more expert consultants to assist OCA in litigating cases, as they arise, involving rate-setting and other public policies relating to public utility services to residential customers. The expert assistance sought by this RFP may involve utility rate cases, involving issues of accounting, economics and/or engineering, as it relates to efficient management of public utilities. OCA's goal is generally to provide evidence for the lowest feasible, adequate revenue requirement necessary for high-quality public service from regulated utilities, in order to produce just and reasonable rates for residential consumers in the State. Analysis and recommendations concerning rate design, procurement practices, and cost of capital may also be required.

1. Completed proposals must be received via email by the OCA by 12:00 p.m. noon on Monday, August 31, 2015. 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

2. Follow-up conferences and 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 Commission, and also in regional and national forums, such as FERC and ISO-New England, as our resources allow. The OCA has a vacant attorney position until a replacement can be recruited. Therefore, the OCA expects to be temporarily short-staffed, which increases our need for expert consulting services.

Budget Constraints

The OCA has a limited budget for expert assistance. As a result, hourly rates and affordable all-in cost estimates will be major factors in the selection process. The OCA will consider bids in response to this RFP that propose a total cost estimate of no more than \$50,000, which will be dispersed, based on assigned projects and hourly rates, for the period between the contract date and June 30, 2016.

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. Cases that are already underway that require assistance are DW 15-209, DG 15-155, DE 15-068, and IR 15-124¹;
- 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.

¹ Filings can be found on <http://www.puc.nh.gov/Regulatory/VirtualFileRoom.html>.

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 Contractor 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 advocates 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 2015 and the first half of 2016 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. 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 Monday, August 31, 2015 (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 and 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, 2016. 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.
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.



Company Name	Contact	Street Address
Baldwin, Susan		17 Arlington Street
Snake Hill Energy Resources, Inc.	George E. Briden	17 Cody Dr
Brevitz Consulting Services	David Brevitz	3623 SW Woodvalley Terr
Hill Associates	Stephen G. Hill	PO Box 587 4000 Benedict Rd
La Capra Associates, Inc.	Lee Smith	One Washington Mall, 9th Fl
Michael W. Holmes, Esq.		18 Holton Cir
Rolka Loube Saltzer Associates, LLC	David W. Rolka	10601 Cavalier Dr, MD
Scott J. Rubin	Scott J. Rubin	333 Oak Ln
Synapse Energy Economics, Inc.	Bruce Biewald	485 Massachusetts Ave, Ste 2
Ariadair Economics Group	Thomas H. Fish, PhD	1020 Fredericksburg Rd
Berger Law firm, P.C.	Edmund "Tad" Berger	2104 Market St
DAI Management Consultants	Steve R. Dean, ASA, PE	1370 Washington Pike
Garrett Group L.L.C.	Mark Garrett	211 North Robinson Ave Ste 340
The Columbia Group, Inc.	James D. Cotton	PO Box 810
Vantage Consulting, Inc.	Walter P. Drabinski	PO Box 420395
Natural Gas & Utility Consulting	Thomas J. Norris, PE	35 Lincoln St, MA 01810
WHN Consulting	William H. Novak, CPA	19 Morning Arbor Place
Nancy Brockway	Nancy Brockway	10 Allen St
Roycroft Consulting	Trevor R. Roycroft, PhD	51 Sea Meadow Ln
Fox, Smolen & Associates, Inc.	Marilyn J. Fox	1701 Nueces Street

Glenn Blackmon		203 20th Ave SE
Curry & Associates	Roland L. Curry	1509 Mearns Meadow Blvd
Economics and Technology, Inc.	Anne M. Gilmer	Two Center Plaza, Suite 400
Barbara R. Alexander		83 Wedgewood Dr
Christensen Associates Energy Consulting	Dr. Laurence D. Kirsch	800 University Bay Dr, Ste 400
David Gardiner & Associates, LLC	David Gardiner	28 Indian Ln
Blue Ridge Consulting Services, Inc.	Michael J. McGarry	2131 Woodruff Rd, Ste 2100, PMB 309
Fisher Sheehan & Colton	Roger D. Colton	34 Warwick Rd
Hudson River Energy Group	Frank W. Radigan	120 Washington Ave
Overland Consulting	Howard E. Lubow	11551 Ash St, Ste 215
Ronald J. Binz		333 Eudora St, Ste 100
Russell Consulting	David F. Russell, PE	15 Titcomb St., Ste 100
D'Onofrio & Associates, LLC	William N. D'Onofrio, CPA	8870 Turfway Bend Dr
Gorham, Gold, Greenich & Associates	Gregory Loyd Mann	PO Box 23626
NorthPoint Consulting Group, LLC	Richard S. Bower	1 Oak Ridge Rd, Bldg #2 Ste 10B
William Dunkel and Associates	William Dunkel	8625 Farmington Cemetery Rd
Tellius Institute	Paul Raskin, PhD	11 Arlington St
SVL Holding Corporation	Steven Le	1620 N Placentia Ave # 100
Pacific Economics Group	Mark Newton Lowry, PhD	22 E Miffin St, Ste 302
Ostrander Consulting	Bion Ostrander	1121 SW Chetopa Tr
Martin Roth Cohen & Associates	Martin R. Cohen	2633 W Sunnyside Ave
Liberty Consulting Group		279 North Zinns Mill Road, Suite H
Accion		244 North Main Street
Lawrence Lackey		2359 Stowe Hollow Rd
Larkin & Associates, PLLC	Ralph Smith	15728 Farmington Rd
J. Randall Woolridge, PhD		120 Haymaker Cir
Henkes Consulting	Robert J. Henkes	7 Sunset Rd
Glenn Blackmon, PhD		203 20th Ave SE
Diversified Utility Consultants, Inc.	Daniel Lawton	1912 W Anderson Ln
Brown Williams Moorhead & Quinn, Inc.	Franklin D. Knight	1155 15th St N.W., Ste 400
Paulina McCarter Collins, Esq.		10 River Place Dr, Apt 10106
Gable Communications, Inc.	David Gable	31 Stearns St
Economists Incorporated	John R. Morris	2121 K St, NW
Exeter Associates, Inc.	Thomas S. Catlin	5565 Sterrett Pl, Ste 310

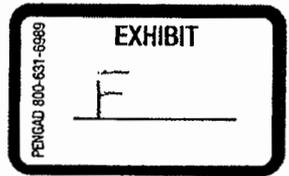
David Townsend & Associates	David N. Townsend	17 Lawrence Rd
Acadian Consulting Group	Professor David Dismukes	5800 One Perkins Place Dr, Ste 5-F
Utilitech, Inc.	Emmett Lien, President	3020 Penn Ave
The Regulatory Assistance Project	Dr. August H. Ankum	50 State St, Ste 3
QSI Consulting, Inc.	Jerry Hietpas	429 N. 13th Street, Suite 2D
Causey Engineering, LLC	Michael McFadden	PO Box 341057-0018
McFadden Consulting	Paul Chernick	636 South Monroe Wy, Ste 101
Resource Insight, Inc.	Morris Brubaker	Five Water Street
Brubaker & Associates, Inc.	Dr. Ben Johnson	PO Box 412000
Ben Johnson Associates, Inc.		5600 Pimlico Drive
Vermont Energy Investment Corp.		128 Lakeside Avenue, Suite 401
Signal Hill		
Snavely King Majoros & Associates, Inc.	Michael J. Majoros, Jr.	1111 14th Street, NW - Suite 300
Schlissel Technical Consulting	David A. Schlissel	
SAGE Management Consultants, LLC	David P. Vondle, CMC	
Maureen Reno	Maureen	
JBS Energy, Inc.	Bill Marcus	311 D Street
Excel Consulting	Brian Kalcic	225 S. Meramec Avenue, Suite 720
PCMG & Associates	Karl Richard Pavlovic	22 Brookes Avenue
Technical Associates	Glenn Watkins	9030 Stony Point Parkway, Suite 580
Columbia Group	Andrea Crane	
GDS Associates	Jim Daniel	1155 Elm Street, Suite 702

City/Town	State	Zip	Phone	Cell	E-mail
Newburyport	MA	01950	978-255-2344		smbaldwin@comcast.net
North Scituate	RI	02857-291	401-934-1433		gbriden@cox.net
Topeka	KS	66614	785-266-8769		dbrevitz@cox.net
Hurricane	WV	25526	304-562-3645		hillassociates@gmail.com
Boston	MA	02110	617-778-5515		ismith@jacapra.com
Londonderry	NH	03053	603-432-5425		NEED CONTACT INFO
Silver Spring	MD	20901	717-231-6661		drolka@rolkaloube.com
Bloomsburg	PA	17815	570-387-1893	570-850-9317	Scott.J.Rubin@gmail.com
Cambridge	MA	02139	617-661-3248		bbiewald@synapse-energy.com
Excelsior Springs	MO	64024	816-630-0628		tfish@ariadairconomics.com
Camp Hill	PA	17011	888-602-3114		publicutilitylaw@bergerlawfirm.net
Bridgeville	PA	15017	412-220-8920		info@daimc.com
Oklahoma City	OK	73102	405-239-2226		mgarrett@garrettgrouplic.Com
Georgetown	CT	06829	203-438-2999		CTCOLUMBIA@AOL.COM
Summerland Key	FL	33042	305-744-3440	305-394-0784	wdrabinski@vantageenergyconsulting.com
Andover	MA	01810	978-409-1392		NEED CONTACT INFO
The Woodlands	TX	07731	713-298-1760		halnovak@whnconsulting.com
Boston	MA	02131	617-645-4018		nbrockway@aol.com
Brewster	MA	02631	508-896-0151		trevor@roycroftconsulting.org
Austin	TX	78701	888-822-9090	512-426-5167	fox@foxsmolen.com

Olympia	WA	98501 360 556-7888	webmail@glennblackmon.com
Austin	TX	78758 512-835-1585	rcurry@austin.rr.com
Boston	MA	02108 617-227-5535	agilmer@econtech.com
Winthrop	ME	04364 207-395-4143	barbalex@ctel.net
Madison	WI	53705 608-231-2266	Lkirsch@CAEnergy.com
Marshfield	MA	02050 781-834-7968	david@dgardiner.com
Greenville	SC	29607 864-901-5440	info@blueridgecs.com
Belmont	MA	02478 617-484-0597	roger@FSCOnline.com
Albany	NY	12210 518-436-1628	fradigan@aol.com
Leawood	KS	66211 913-599-3323	Dwiesner@overlandconsulting.com
Denver	CO	80220 303-355-7528	rbinz@rbinz.com
Newburyport	MA	01950 978-462-2261	dfr@RussellConsulting.org
Powell	OH	43065 614-873-2323	info@donofrioassociatesllc.com
Overland Park	KS	66283 913-814-9820	solve@ggga.net
West Lebanon	NH	03784 603-643-4165	Northpointgroup@aol.com
Pleasant Plains	IL	62677 217 -626-1476	bdunkel@aol.com
Boston	MA	02116 617-266-5400	praskin@tellus.org
Placentia	CA	92870 714- 986-2222	svle@usa.net
Madison	WI	53703 608-257-1522	mnlwry@pacificeconomicsgroup.com
Topeka	KS	66615 785-478-9099	bionostrander@cox.net
Chicago	IL	60625 773-343-5369	MRC2633@yahoo.com
Lebanon	PA	17042 717-270-4500	admin@libertyconsultinggroup.com
Concord	NH	03301 603-229-1644	advisors@acciongroup.com
Stowe	VT	05672 802-253-7966	LL@pshift.com
Livonia	MI	48154 734-522-3420	RSmithLA@aol.com
State College	PA	16801 814-238-9428	irw@psu.edu
Old Greenwich	CT	06870 203-698-1989	rhenkes@optonline.net
Olympia	WA	98501 360- 556-7888	mail@glennblackmon.com
Austin	TX	78757 512-257-2600	admin@ducinc.net
Washington	DC	20005 202-775-8994	Knight@bwmq.com
Portland	ME	04106 207-542-0973	paulina_collins@yahoo.com
Newton	MA	02459 617-243-0093	davidgabel@aol.com
Washington	D.C.	20037 202-223-4700	info@ei.com
Columbia	MD	21044 410-992-7500	topcat@exeterassociates.com

Swampscott	MA	01907 781-447-9356	DNT@dntownsend.com
Baton Rouge	LA	70808 225-769-2603	info@acadianconsulting.com
West Lawn	PA	19609 800-238-6753	emmett.lien@utilitech.com
Montpelier	VT	05602 802-223-8199	info@raponline.org
Philadelphia	PA	19123 618-364-2505	gankum@gsiconsulting.com
Austin	TX	78734 512-261-3930	jhietpas@CauseyEngineering.com
Denver	CO	80209 303-733-0999	info@mcfaddenconsulting.com
Arlington	MA	02476 781-646-1505	pcherrick@resourceinsight.com
St. Louis	MO	63141 636-898-6725	bai@consultbai.com
Tallahassee	FL	32309 850-893-8600	bj@benjohansonassociates.com
Burlington	VT	05401 802-658-6060	info@veic.org
Washington	DC	20005 202-371-9153	NEED CONTACT INFO info@snavely-king.com
			david@schlissel-technical.com
			vondle@sageconsultants.us
			maureen_reno@comcast.net
			jbs@jbsenergy.com
			excelconsulting@earthlink.net
			pcmgregcon@gmail.com
			Information@TAI-Econ.com
			jim.daniel@gdsassociates.com
			nbrockway@aol.com
West Sacramento	CA	95605 916-372-0534	
St. Louis	MO	63105 314-725-2511	
Gaithersburg	MD	20877 202-422-2720	
Richmond	VA	23235 804-272-5363	
Manchester	NH	03101 603-656-0336	

(505) 292-8961



Scott J. Rubin
Attorney + Consultant
333 Oak Lane • Bloomsburg, PA 17815

Current Position

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

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

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

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

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)

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.
11. Member, Technical Horizons Panel, Annual Meeting of the National Association of Water Companies, Hilton Head, SC. 1992.
12. M.D. Klein and S.J. Rubin, "Water and Sewer -- Update on Clean Streams, Safe Drinking Water, Waste Disposal and Pennvest," *Pennsylvania Public Utility Law Conference* (Pennsylvania Bar Institute). 1992.
13. Presentation on Small Water System Viability to the Technical Assistance Center for Small Water Companies, Pa. Department of Environmental Resources, Harrisburg, PA. 1993

14. "The Results Through a Public Service Commission Lens," speaker and participant in panel discussion at Symposium: "Impact of EPA's Allowance Auction," Washington, DC, sponsored by AER*X. 1993.
15. "The Hottest Legislative Issue of Today -- Reauthorization of the Safe Drinking Water Act," speaker and participant in panel discussion at the Annual Conference of the American Water Works Association, San Antonio, TX. 1993.
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.
17. "Government Regulation of the Drinking Water Supply: Is it Properly Focused?," speaker and participant in panel discussion at the National Consumers League's Forum on Drinking Water Safety and Quality, Washington, DC. 1993. Reprinted in *Rural Water*, Vol. 15 No. 1 (Spring 1994), pages 13-16.
18. "Telephone Penetration Rates for Renters in Pennsylvania," a study prepared for the Pennsylvania Office of Consumer Advocate. 1993.
19. "Zealous Advocacy, Ethical Limitations and Considerations," participant in panel discussion at "Continuing Legal Education in Ethics for Pennsylvania Lawyers," sponsored by the Office of General Counsel, Commonwealth of Pennsylvania, State College, PA. 1993.
20. "Serving the Customer," participant in panel discussion at the Annual Conference of the National Association of Water Companies, Williamsburg, VA. 1993.
21. "A Simple, Inexpensive, Quantitative Method to Assess the Viability of Small Water Systems," a speech to the Water Supply Symposium, New York Section of the American Water Works Association, Syracuse, NY. 1993.
22. * S.J. Rubin, "Are Water Rates Becoming Unaffordable?," *Journal American Water Works Association*, Vol. 86, No. 2 (February 1994), pages 79-86.
23. "Why Water Rates Will Double (If We're Lucky): Federal Drinking Water Policy and Its Effect on New England," a briefing for the New England Conference of Public Utilities Commissioners, Andover, MA. 1994.
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.
26. "Small System Viability: Assessment Methods and Implementation Issues," speaker and participant in panel discussion at the Annual Conference of the American Water Works Association, New York, NY. 1994.
27. S.J. Rubin, "How much should we spend to save a life?," *Seattle Journal of Commerce*, August 18, 1994 (Protecting the Environment Supplement), pages B-4 to B-5.

28. S. Rubin, S. Bernow, M. Fulmer, J. Goldstein, and I. Peters, *An Evaluation of Kentucky-American Water Company's Long-Range Planning*, prepared for the Utility and Rate Intervention Division, Kentucky Office of the Attorney General (Tellus Institute 1994).
29. S.J. Rubin, "Small System Monitoring: What Does It Mean?," *Impacts of Monitoring for Phase II/IV Drinking Water Regulations on Rural and Small Communities* (National Rural Water Association 1994), pages 6-12.
30. "Surviving the Safe Drinking Water Act," speaker at the Annual Meeting of the National Association of State Utility Consumer Advocates, Reno, NV. 1994.
31. "Safe Drinking Water Act Compliance -- Ratemaking Implications," speaker at the National Conference of Regulatory Attorneys, Scottsdale, AZ. 1995. Reprinted in *Water*, Vol. 36, No. 2 (Summer 1995), pages 28-29.
32. S.J. Rubin, "Water: Why Isn't it Free? The Case of Small Utilities in Pennsylvania," *Utilities, Consumers & Public Policy: Issues of Quality, Affordability, and Competition, Proceedings of the Fourth Utilities, Consumers and Public Policy Conference* (Pennsylvania State University 1995), pages 177-183.
33. S.J. Rubin, "Water Rates: An Affordable Housing Issue?," *Home Energy*, Vol. 12 No. 4 (July/August 1995), page 37.
34. Speaker and participant in the Water Policy Forum, sponsored by the National Association of Water Companies, Naples, FL. 1995.
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.
36. J.E. Cromwell III, and S.J. Rubin, *Development of Benchmark Measures for Viability Assessment* (Pa. Department of Environmental Protection 1995).
37. S. Rubin, "A Nationwide Practice from a Small Town in Pa.," *Lawyers & the Internet -- a Supplement to the Legal Intelligencer and Pa. Law Weekly* (February 12, 1996), page S6.
38. "Changing Customers' Expectations in the Water Industry," speaker at the Mid-America Regulatory Commissioners Conference, Chicago, IL. 1996, reprinted in *Water* Vol. 37 No. 3 (Winter 1997), pages 12-14.
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.
42. * E.T. Castillo, S.J. Rubin, S.K. Keefe, and R.S. Raucher, "Restructuring Small Systems," *Journal American Water Works Association*, Vol. 89, No. 1 (January 1997), pages 65-74.
43. * J.E. Cromwell III, S.J. Rubin, F.C. Marrocco, and M.E. Leevan, "Business Planning for Small System Capacity Development," *Journal American Water Works Association*, Vol. 89, No. 1 (January 1997), pages 47-57.
44. "Capacity Development – More than Viability Under a New Name," speaker at National Association of Regulatory Utility Commissioners Winter Meetings, Washington, DC. 1997.
45. * E. Castillo, S.K. Keefe, R.S. Raucher, and S.J. Rubin, *Small System Restructuring to Facilitate SDWA Compliance: An Analysis of Potential Feasibility* (AWWA Research Foundation, 1997).
46. H. Himmelberger, *et al.*, *Capacity Development Strategy Report for the Texas Natural Resource Conservation Commission* (Aug. 1997).
47. Briefing on Issues Affecting the Water Utility Industry, Annual Meeting of the National Association of State Utility Consumer Advocates, Boston, MA. 1997.
48. "Capacity Development in the Water Industry," speaker at the Annual Meeting of the National Association of Regulatory Utility Commissioners, Boston, MA. 1997.
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.
50. Scott J. Rubin, "A Nationwide Look at the Affordability of Water Service," *Proceedings of the 1998 Annual Conference of the American Water Works Association*, Water Research, Vol. C, No. 3, pages 113-129 (American Water Works Association, 1998).
51. Scott J. Rubin, "30 Technology Tips in 30 Minutes," *Pennsylvania Public Utility Law Conference*, Vol. I, pages 101-110 (Pa. Bar Institute, 1998).
52. Scott J. Rubin, "Effects of Electric and Gas Deregulation on the Water Industry," *Pennsylvania Public Utility Law Conference*, Vol. I, pages 139-146 (Pa. Bar Institute, 1998).
53. Scott J. Rubin, *The Challenges and Changing Mission of Utility Consumer Advocates* (American Association of Retired Persons, 1999).
54. "Consumer Advocacy for the Future," speaker at the Age of Awareness Conference, Changes and Choices: Utilities in the New Millennium, Carlisle, PA. 1999.
55. Keynote Address, \$1 Energy Fund, Inc., Annual Membership Meeting, Monroeville, PA. 1999.
56. Scott J. Rubin, "Assessing the Effect of the Proposed Radon Rule on the Affordability of Water Service," prepared for the American Water Works Association. 1999.

57. Scott J. Rubin and Janice A. Beecher, The Impacts of Electric Restructuring on the Water and Wastewater Industry, *Proceedings of the Small Drinking Water and Wastewater Systems International Symposium and Technology Expo* (Phoenix, AZ 2000), pp. 66-75.
58. American Water Works Association, *Principles of Water Rates, Fees, and Charges, Manual M1 – Fifth Edition* (AWWA 2000), Member, Editorial Committee.
59. Janice A. Beecher and Scott J. Rubin, presentation on “Special Topics in Rate Design: Affordability” at the Annual Conference and Exhibition of the American Water Works Association, Denver, CO. 2000.
60. Scott J. Rubin, “The Future of Drinking Water Regulation,” a speech at the Annual Conference and Exhibition of the American Water Works Association, Denver, CO. 2000.
61. Janice A. Beecher and Scott J. Rubin, “Deregulation Impacts and Opportunities,” a presentation at the Annual Conference and Exhibition of the American Water Works Association, Denver, CO. 2000.
62. Scott J. Rubin, “Estimating the Effect of Different Arsenic Maximum Contaminant Levels on the Affordability of Water Service,” prepared for the American Water Works Association. 2000.
63. * Janice A. Beecher and Scott J. Rubin, *Deregulation! Impacts on the Water Industry*, American Water Works Association Research Foundation, Denver, CO. 2000.
64. Scott J. Rubin, Methods for Assessing, Evaluating, and Assisting Small Water Systems, NARUC Annual Regulatory Studies Program, East Lansing, MI. 2000.
65. Scott J. Rubin, Consumer Issues in the Water Industry, NARUC Annual Regulatory Studies Program, East Lansing, MI. 2000.
66. “Be Utility Wise in a Restructured Utility Industry,” Keynote Address at Be UtilityWise Conference, Pittsburgh, PA. 2000.
67. Scott J. Rubin, Jason D. Sharp, and Todd S. Stewart, “The Wired Administrative Lawyer,” *5th Annual Administrative Law Symposium*, Pennsylvania Bar Institute, Harrisburg, PA. 2000.
68. Scott J. Rubin, “Current Developments in the Water Industry,” *Pennsylvania Public Utility Law Conference*, Pennsylvania Bar Institute, Harrisburg, PA. 2000.
69. Scott J. Rubin, “Viewpoint: Change Sickening Attitudes,” *Engineering News-Record*, Dec. 18, 2000.
70. Janice A. Beecher and Scott J. Rubin, “Ten Practices of Highly Effective Water Utilities,” *Opflow*, April 2001, pp. 1, 6-7, 16; reprinted in *Water and Wastes Digest*, December 2004, pp. 22-25.
71. Scott J. Rubin, “Pennsylvania Utilities: How Are Consumers, Workers, and Corporations Faring in the Deregulated Electricity, Gas, and Telephone Industries?” Keystone Research Center. 2001.
72. Scott J. Rubin, “Guest Perspective: A First Look at the Impact of Electric Deregulation on Pennsylvania,” *LEAP Letter*, May-June 2001, pp. 2-3.

73. Scott J. Rubin, Consumer Protection in the Water Industry, NARUC Annual Regulatory Studies Program, East Lansing, MI. 2001.
74. Scott J. Rubin, Impacts of Deregulation on the Water Industry, NARUC Annual Regulatory Studies Program, East Lansing, MI. 2001.
75. Scott J. Rubin, "Economic Characteristics of Small Systems," *Critical Issues in Setting Regulatory Standards*, National Rural Water Association, 2001, pp. 7-22.
76. Scott J. Rubin, "Affordability of Water Service," *Critical Issues in Setting Regulatory Standards*, National Rural Water Association, 2001, pp. 23-42.
77. Scott J. Rubin, "Criteria to Assess the Affordability of Water Service," White Paper, National Rural Water Association, 2001.
78. Scott J. Rubin, Providing Affordable Water Service to Low-Income Families, presentation to Portland Water Bureau, Portland, OR. 2001.
79. Scott J. Rubin, Issues Relating to the Affordability and Sustainability of Rates for Water Service, presentation to the Water Utility Council of the American Water Works Association, New Orleans, LA. 2002.
80. Scott J. Rubin, The Utility Industries Compared – Water, NARUC Annual Regulatory Studies Program, East Lansing, MI. 2002.
81. Scott J. Rubin, Legal Perspective on Water Regulation, NARUC Annual Regulatory Studies Program, East Lansing, MI. 2002.
82. Scott J. Rubin, Regulatory Options for Water Utilities, NARUC Annual Regulatory Studies Program, East Lansing, MI. 2002.
83. Scott J. Rubin, Overview of Small Water System Consolidation, presentation to National Drinking Water Advisory Council Small Systems Affordability Working Group, Washington, DC. 2002.
84. Scott J. Rubin, Defining Affordability and Low-Income Household Tradeoffs, presentation to National Drinking Water Advisory Council Small Systems Affordability Working Group, Washington, DC. 2002.
85. Scott J. Rubin, "Thinking Outside the Hearing Room," *Pennsylvania Public Utility Law Conference*, Pennsylvania Bar Institute, Harrisburg, PA. 2002.
86. Scott J. Rubin, "Update of Affordability Database," White Paper, National Rural Water Association. 2003.
87. Scott J. Rubin, *Understanding Telephone Penetration in Pennsylvania*, Council on Utility Choice, Harrisburg, PA. 2003.
88. Scott J. Rubin, *The Cost of Water and Wastewater Service in the United States*, National Rural Water Association, 2003.

89. Scott J. Rubin, What Price Safer Water? Presentation at Annual Conference of National Association of Regulatory Utility Commissioners, Atlanta, GA. 2003.
90. George M. Aman, III, Jeffrey P. Garton, Eric Petersen, and Scott J. Rubin, Challenges and Opportunities for Improving Water Supply Institutional Arrangements, *Water Law Conference*, Pennsylvania Bar Institute, Mechanicsburg, PA. 2004.
91. Scott J. Rubin, Serving Low-Income Water Customers. Presentation at American Water Works Association Annual Conference, Orlando, FL. 2004.
92. Scott J. Rubin, Thinking Outside the Bill: Serving Low-Income Water Customers. Presentation at National League of Cities Annual Congress of Cities, Indianapolis, IN. 2004.
93. Scott J. Rubin, Buying and Selling a Water System – Ratemaking Implications, *Pennsylvania Public Utility Law Conference*, Pennsylvania Bar Institute, Harrisburg, PA. 2005.
94. *Thinking Outside the Bill: A Utility Manager's Guide to Assisting Low-Income Water Customers*, American Water Works Association. 2005; Second Edition published in 2014
95. * Scott J. Rubin, "Census Data Shed Light on US Water and Wastewater Costs," *Journal American Water Works Association*, Vol. 97, No. 4 (April 2005), pages 99-110, reprinted in Maxwell, *The Business of Water: A Concise Overview of Challenges and Opportunities in the Water Market.*, American Water Works Association, Denver, CO. 2008.
96. Scott J. Rubin, Review of U.S. Environmental Protection Agency Notice Concerning Revision of National-Level Affordability Methodology, National Rural Water Association. 2006.
97. * Robert S. Raucher, et al., *Regional Solutions to Water Supply Provision*, American Water Works Association Research Foundation, Denver, CO. 2007.
98. Scott J. Rubin, Robert Raucher, and Megan Harrod, The Relationship Between Household Financial Distress and Health: Implications for Drinking Water Regulation, National Rural Water Association. 2007.
99. * John Cromwell and Scott Rubin, *Estimating Benefits of Regional Solutions for Water and Wastewater Service*, American Water Works Association Research Foundation, Denver, CO. 2008.
100. Scott J. Rubin, "Current State of the Water Industry and Stimulus Bill Overview," in *Pennsylvania Public Utility Law* (Pennsylvania Bar Institute). 2009.
101. Scott J. Rubin, Best Practice in Customer Payment Assistance Programs, webcast presentation sponsored by Water Research Foundation. 2009.
102. * Scott J. Rubin, How Should We Regulate Small Water Utilities?, National Regulatory Research Institute. 2009.
103. * John Cromwell III, et al., *Best Practices in Customer Payment Assistance Programs*, Water Research Foundation, Denver, CO. 2010.

104. * Scott J. Rubin, *What Does Water Really Cost? Rate Design Principles for an Era of Supply Shortages, Infrastructure Upgrades, and Enhanced Water Conservation*, National Regulatory Research Institute. 2010.
105. Scott J. Rubin and Christopher P.N. Woodcock, *Teleseminar: Water Rate Design*, National Regulatory Research Institute. 2010.
106. David Monic and Scott J. Rubin, *Cost of Service Studies and Water Rate Design: A Debate on the Utility and Regulatory Perspectives*, Meeting of New England Chapter of National Association of Water Companies, Newport, RI. 2010.
107. * Scott J. Rubin, *A Call for Water Utility Reliability Standards: Regulating Water Utilities' Infrastructure Programs to Achieve a Balance of Safety, Risk, and Cost*, National Regulatory Research Institute. 2010.
108. * Raucher, Robert S.; Rubin, Scott J.; Crawford-Brown, Douglas; and Lawson, Megan M. "Benefit-Cost Analysis for Drinking Water Standards: Efficiency, Equity, and Affordability Considerations in Small Communities," *Journal of Benefit-Cost Analysis*: Vol. 2: Issue 1, Article 4. 2011.
109. Scott J. Rubin, *A Call for Reliability Standards*, *Journal American Water Works Association*, Vol. 103, No. 1 (Jan. 2011), pp. 22-24.
110. Scott J. Rubin, *Current Topics in Water: Rate Design and Reliability*. Presentation to the Water Committee of the National Association of Regulatory Utility Commissioners, Washington, DC. 2011.
111. Scott J. Rubin, *Water Reliability and Resilience Standards*, *Pennsylvania Public Utility Law Conference* (Pennsylvania Bar Institute). 2011.
112. Member of Expert Panel, *Leadership Forum: Business Management for the Future*, Annual Conference and Exposition of the American Water Works Association, Washington, DC. 2011.
113. Scott J. Rubin, *Evaluating Community Affordability in Storm Water Control Plans*, *Flowing into the Future: Evolving Water Issues* (Pennsylvania Bar Institute). 2011.
114. Invited Participant, *Summit on Declining Water Demand and Revenues*, sponsored by The Alliance for Water Efficiency, Racine, WI. 2012.
115. *Scott J. Rubin, *Evaluating Violations of Drinking Water Regulations*, *Journal American Water Works Association*, Vol. 105, No. 3 (Mar. 2013), pp. 51-52 (Expanded Summary) and E137-E147. Winner of the AWWA Small Systems Division Best Paper Award.
116. *Scott J. Rubin, *Structural Changes in the Water Utility Industry During the 2000s*, *Journal American Water Works Association*, Vol. 105, No. 3 (Mar. 2013), pp. 53-54 (Expanded Summary) and E148-E156.

Testimony as an Expert Witness

1. *Pa. Public Utility Commission v. Pennsylvania Gas and Water Co. - Water Division*, Pa. Public Utility Commission, Docket R-00922404. 1992. Concerning rate design, on behalf of the Pa. Office of Consumer Advocate.

2. *Pa. Public Utility Commission v. Shenango Valley Water Co.*, Pa. Public Utility Commission, Docket R-00922420. 1992. Concerning cost allocation, on behalf of the Pa. Office of Consumer Advocate
3. *Pa. Public Utility Commission v. Pennsylvania Gas and Water Co. - Water Division*, Pa. Public Utility Commission, Docket R-00922482. 1993. Concerning rate design, on behalf of the Pa. Office of Consumer Advocate
4. *Pa. Public Utility Commission v. Colony Water Co.*, Pa. Public Utility Commission, Docket R-00922375. 1993. Concerning rate design, on behalf of the Pa. Office of Consumer Advocate
5. *Pa. Public Utility Commission v. Dauphin Consolidated Water Supply Co. and General Waterworks of Pennsylvania, Inc.*, Pa. Public Utility Commission, Docket R-00932604. 1993. Concerning rate design and cost of service, on behalf of the Pa. Office of Consumer Advocate
6. *West Penn Power Co. v. State Tax Department of West Virginia*, Circuit Court of Kanawha County, West Virginia, Civil Action No. 89-C-3056. 1993. Concerning regulatory policy and the effects of a taxation statute on out-of-state utility ratepayers, on behalf of the Pa. Office of Consumer Advocate
7. *Pa. Public Utility Commission v. Pennsylvania Gas and Water Co. - Water Division*, Pa. Public Utility Commission, Docket R-00932667. 1993. Concerning rate design and affordability of service, on behalf of the Pa. Office of Consumer Advocate
8. *Pa. Public Utility Commission v. National Utilities, Inc.*, Pa. Public Utility Commission, Docket R-00932828. 1994. Concerning rate design, on behalf of the Pa. Office of Consumer Advocate
9. *An Investigation of the Sources of Supply and Future Demand of Kentucky-American Water Company*, Ky. Public Service Commission, Case No. 93-434. 1994. Concerning supply and demand planning, on behalf of the Kentucky Office of Attorney General, Utility and Rate Intervention Division.
10. *The Petition on Behalf of Gordon's Corner Water Company for an Increase in Rates*, New Jersey Board of Public Utilities, Docket No. WR94020037. 1994. Concerning revenue requirements and rate design, on behalf of the New Jersey Division of Ratepayer Advocate.
11. *Re Consumers Maine Water Company Request for Approval of Contracts with Consumers Water Company and with Ohio Water Service Company*, Me. Public Utilities Commission, Docket No. 94-352. 1994. Concerning affiliated interest agreements, on behalf of the Maine Public Advocate.
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.

14. *Kennebec Water District Proposed Increase in Rates*, Maine Public Utilities Commission, Docket No. 95-091. 1995. Concerning the reasonableness of planning decisions and the relationship between a publicly owned water district and a very large industrial customer, on behalf of the Maine Public Advocate.
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.
17. *In the Matter of Notice of the Adjustment of the Rates of Kentucky-American Water Company*, Kentucky Public Service Commission, Case No. 95-554. 1996. Concerning rate design, cost of service, and sales forecast issues, on behalf of the Kentucky Office of Attorney General.
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.
19. *Cochrane v. Bangor Hydro-Electric Company*, Maine Public Utilities Commission, Docket No. 96-053. 1996. Concerning regulatory requirements for an electric utility to engage in unregulated business enterprises, on behalf of the Maine Public Advocate.
20. *In the Matter of the Regulation of the Electric Fuel Component Contained within the Rate Schedules of Monongahela Power Company and Related Matters*, Public Utilities Commission of Ohio, Case No. 96-106-EL-EFC. 1996. Concerning the costs and procedures associated with the implementation of the Clean Air Act Amendments of 1990, on behalf of the Ohio Consumers' Counsel.
21. *In the Matter of the Regulation of the Electric Fuel Component Contained within the Rate Schedules of Cleveland Electric Illuminating Company and Toledo Edison Company and Related Matters*, Public Utilities Commission of Ohio, Case Nos. 96-107-EL-EFC and 96-108-EL-EFC. 1996. Concerning the costs and procedures associated with the implementation of the Clean Air Act Amendments of 1990, on behalf of the Ohio Consumers' Counsel.
22. *In the Matter of the Regulation of the Electric Fuel Component Contained within the Rate Schedules of Ohio Power Company and Columbus Southern Power Company and Related Matters*, Public Utilities Commission of Ohio, Case Nos. 96-101-EL-EFC and 96-102-EL-EFC. 1997. Concerning the costs and procedures associated with the implementation of the Clean Air Act Amendments of 1990, on behalf of the Ohio Consumers' Counsel.

23. *An Investigation of the Sources of Supply and Future Demand of Kentucky-American Water Company (Phase II)*, Kentucky Public Service Commission, Docket No. 93-434. 1997. Concerning supply and demand planning, on behalf of the Kentucky Office of Attorney General, Public Service Litigation Branch.
24. *In the Matter of the Regulation of the Electric Fuel Component Contained within the Rate Schedules of Cincinnati Gas and Electric Co. and Related Matters*, Public Utilities Commission of Ohio, Case No. 96-103-EL-EFC. 1997. Concerning the costs and procedures associated with the implementation of the Clean Air Act Amendments of 1990, on behalf of the Ohio Consumers' Counsel.
25. *Bangor Hydro-Electric Company Petition for Temporary Rate Increase*, Maine Public Utilities Commission, Docket No. 97-201. 1997. Concerning the reasonableness of granting an electric utility's request for emergency rate relief, and related issues, on behalf of the Maine Public Advocate.
26. *Testimony concerning H.B. 1068 Relating to Restructuring of the Natural Gas Utility Industry*, Consumer Affairs Committee, Pennsylvania House of Representatives. 1997. Concerning the provisions of proposed legislation to restructure the natural gas utility industry in Pennsylvania, on behalf of the Pennsylvania AFL-CIO Gas Utility Caucus.
27. *In the Matter of the Regulation of the Electric Fuel Component Contained within the Rate Schedules of Cleveland Electric Illuminating Company and Toledo Edison Company and Related Matters*, Public Utilities Commission of Ohio, Case Nos. 97-107-EL-EFC and 97-108-EL-EFC. 1997. Concerning the costs and procedures associated with the implementation of the Clean Air Act Amendments of 1990, on behalf of the Ohio Consumers' Counsel.
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.
30. *In the Matter of the Investigation on Motion of the Commission into the Adequacy of the Public Utility Water Service Provided by Tidewater Utilities, Inc., in Areas in Southern New Castle County, Delaware*, Delaware Public Service Commission, Docket No. 309-97. 1998. Concerning the standards for the provision of efficient, sufficient, and adequate water service, and the application of those standards to a water utility, on behalf of the Delaware Division of the Public Advocate.
31. *In the Matter of the Regulation of the Electric Fuel Component Contained within the Rate Schedules of Cincinnati Gas and Electric Co. and Related Matters*, Public Utilities Commission of Ohio, Case No. 97-103-EL-EFC. 1998. Concerning fuel-related transactions with affiliated companies and the appropriate ratemaking treatment and regulatory safeguards involving such transactions, on behalf of the Ohio Consumers' Counsel.
32. *Olde Port Mariner Fleet, Inc. Complaint Regarding Casco Bay Island Transit District's Tour and Charter Service*, Maine Public Utilities Commission, Docket No. 98-161. 1998. Concerning the standards and

requirements for allocating costs and separating operations between regulated and unregulated operations of a transportation utility, on behalf of the Maine Public Advocate and Olde Port Mariner Fleet, Inc.

33. *Central Maine Power Company Investigation of Stranded Costs, Transmission and Distribution Utility Revenue Requirements, and Rate Design*, Maine Public Utilities Commission, Docket No. 97-580. 1998. Concerning the treatment of existing rate discounts when designing rates for a transmission and distribution electric utility, on behalf of the Maine Public Advocate.
34. *Pa. Public Utility Commission v. Manufacturers Water Company*, Pennsylvania Public Utility Commission, Docket No. R-00984275. 1998. Concerning rate design on behalf of the Manufacturers Water Industrial Users.
35. *In the Matter of Petition of Pennsgrove Water Supply Company for an Increase in Rates for Water Service*, New Jersey Board of Public Utilities, Docket No. WR98030147. 1998. Concerning the revenue requirements, level of affiliated charges, and rate design for a water utility, on behalf of the New Jersey Division of Ratepayer Advocate.
36. *In the Matter of Petition of Seaview Water Company for an Increase in Rates for Water Service*, New Jersey Board of Public Utilities, Docket No. WR98040193. 1999. Concerning the revenue requirements and rate design for a water utility, on behalf of the New Jersey Division of Ratepayer Advocate.
37. *In the Matter of the Regulation of the Electric Fuel Component Contained within the Rate Schedules of Ohio Power Company and Columbus Southern Power Company and Related Matters*, Public Utilities Commission of Ohio, Case Nos. 98-101-EL-EFC and 98-102-EL-EFC. 1999. Concerning the costs and procedures associated with the implementation of the Clean Air Act Amendments of 1990, on behalf of the Ohio Consumers' Counsel.
38. *In the Matter of the Regulation of the Electric Fuel Component Contained within the Rate Schedules of Dayton Power and Light Company and Related Matters*, Public Utilities Commission of Ohio, Case No. 98-105-EL-EFC. 1999. Concerning the costs and procedures associated with the implementation of the Clean Air Act Amendments of 1990, on behalf of the Ohio Consumers' Counsel.
39. *In the Matter of the Regulation of the Electric Fuel Component Contained within the Rate Schedules of Monongahela Power Company and Related Matters*, Public Utilities Commission of Ohio, Case No. 99-106-EL-EFC. 1999. Concerning the costs and procedures associated with the implementation of the Clean Air Act Amendments of 1990, on behalf of the Ohio Consumers' Counsel.
40. *County of Suffolk, et al. v. Long Island Lighting Company, et al.*, U.S. District Court for the Eastern District of New York, Case No. 87-CV-0646. 2000. Submitted two affidavits concerning the calculation and collection of court-ordered refunds to utility customers, on behalf of counsel for the plaintiffs.
41. *Northern Utilities, Inc., Petition for Waivers from Chapter 820*, Maine Public Utilities Commission, Docket No. 99-254. 2000. Concerning the standards and requirements for defining and separating a natural gas utility's core and non-core business functions, on behalf of the Maine Public Advocate.
42. *Notice of Adjustment of the Rates of Kentucky-American Water Company*, Kentucky Public Service Commission, Case No. 2000-120. 2000. Concerning the appropriate methods for allocating costs and designing rates, on behalf of the Kentucky Office of Attorney General.

43. *In the Matter of the Petition of Gordon's Corner Water Company for an Increase in Rates and Charges for Water Service*, New Jersey Board of Public Utilities, Docket No. WR00050304. 2000. Concerning the revenue requirements and rate design for a water utility, on behalf of the New Jersey Division of Ratepayer Advocate.
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 15th 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, db/a AmerenCILCO; Central Illinois Public Service Company, db/a AmerenCIPS; Illinois Power Company, db/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 db/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 db/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.
123. *Golden State Water Company*, California Public Utilities Commission, Application 11-07-017. 2012. Concerning rate design and quality of service, on behalf of The Utility Reform Network.
124. *Golden Heart Utilities, Inc. and College Utilities Corporation*, Regulatory Commission of Alaska, Case Nos. U-11-77 and U-11-78. 2012. Concerning rate design and cost of service, on behalf of the Alaska Office of the Attorney General.
125. *Illinois-American Water Company*, Illinois Commerce Commission, Docket No. 11-0767. 2012. Concerning rate design, cost of service, and automatic rate adjustment mechanisms, on behalf of the Illinois Office of Attorney General.
126. *Application of Tidewater Utilities, Inc., for a General Rate Increase in Water Base Rates and Tariff Revisions*, Delaware Public Service Commission, Docket No. 11-397. 2012. Concerning rate design and cost of service study, on behalf of the Staff of the Delaware Public Service Commission.
127. *In the Matter of the Philadelphia Water Department's Proposed Increase in Rates for Water and Wastewater Utility Services*, Philadelphia Water Commissioner, FY 2013-2016. 2012. Concerning rate design and related issues for storm water service, on behalf of Citizens for Pennsylvania's Future.
128. *Corix Utilities (Illinois) LLC, Hydro Star LLC, and Utilities Inc. Joint Application for Approval of a Proposed Reorganization*, Illinois Commerce Commission, Docket No. 12-0279. 2012. Concerning merger-related synergy savings and appropriate ratemaking treatment of the same, on behalf of the Illinois Office of Attorney General.
129. *North Shore Gas Company and The Peoples Gas Light and Coke Company*, Illinois Commerce Commission, Docket Nos. 12-0511 and 12-0512. 2012. Concerning rate design, cost of service study, and automatic rate adjustment tariff on behalf of the Illinois Office of Attorney General.
130. *Pa. Public Utility Commission v. City of Lancaster Sewer Fund*, Pennsylvania Public Utility Commission, Docket No. R-2012-2310366. 2012. Concerning rate design, cost of service, and cost allocation, on behalf of the Pennsylvania Office of Consumer Advocate.
131. *Aquarion Water Company of New Hampshire*, New Hampshire Public Utilities Commission, Docket No. DW 12-085. 2013. Concerning tariff issues, including an automatic adjustment clause for infrastructure improvement, on behalf of the New Hampshire Office of Consumer Advocate.

132. *In the Matter of the Application of Duke Energy Ohio, Inc., for an Increase in Electric Distribution Rates*, Public Utilities Commission of Ohio, Case No. 12-1682-EL-AIR, et al. 2013. Concerning rate design and tariff issues, on behalf of the Office of the Ohio Consumers' Counsel.
133. *In the Matter of the Application of Duke Energy Ohio, Inc., for an Increase in Natural Gas Distribution Rates*, Public Utilities Commission of Ohio, Case No. 12-1685-GA-AIR, et al. 2013. Concerning cost-of-service study, rate design, and tariff issues, on behalf of the Office of the Ohio Consumers' Counsel.
134. *In the Matter of the Application of The Dayton Power and Light Company to Establish a Standard Service Offer in the Form of an Electric Security Plan*, Public Utilities Commission of Ohio, Case No. 12-426-EL-SSO, et al. 2013. Concerning rate design, on behalf of the Office of the Ohio Consumers' Counsel.
135. *Application of the Halifax Regional Water Commission, for Approval of Amendments to its Schedule of Rates and Charges and Schedule of Rules and Regulations for the delivery of water, public and private fire protection, wastewater and stormwater services*, Nova Scotia Utility and Review Board, Matter No. M05463, 2013. Concerning rate design, cost-of-service study, and miscellaneous tariff provisions, on behalf of the Consumer Advocate of Nova Scotia.
136. *California Water Service Co. General Rate Case Application*, California Public Utilities Commission, Docket No. A.12-07-007. 2013. Concerning rate design, phase-in plans, low-income programs, and other tariff issues, on behalf of The Utility Reform Network.
137. *Application of The United Illuminating Company to Amend its Rate Schedules*, Connecticut Public Utility Regulatory Authority, Docket No. 13-01-19. 2013. Concerning sales forecast, rate design, and other tariff issues, on behalf of the Connecticut Office of Consumer Counsel.
138. *Application of Aquarion Water Company of Connecticut to Amend its Rate Schedules*, Connecticut Public Utility Regulatory Authority, Docket No. 13-02-20. 2013. Concerning sales forecast and rate design on behalf of the Connecticut Office of Consumer Counsel.
139. *Ameren Illinois Company, Proposed General Increase in Natural Gas Delivery Service Rates*, Illinois Commerce Commission, Docket No. 13-0192. 2013. Concerning rate design and revenue allocation, on behalf of the Illinois Office of Attorney General and Citizens Utility Board.
140. *Commonwealth Edison Company, Tariff filing to present the Illinois Commerce Commission with an opportunity to consider revenue neutral tariff changes related to rate design*, Docket No. 13-0387. 2013. Concerning rate design and cost of service study issues, on behalf of the Illinois Office of Attorney General.
141. *In the Matter of the Potomac Electric Power Company for Authority to Increase Existing Retail Rates and Charges for Electric Distribution Service*, District of Columbia Public Service Commission, Formal Case No. 1103. 2013. Concern rate design, revenue allocation, and cost-of-service study issues, on behalf of the District of Columbia Office of Peoples' Counsel.
142. *Pa. Public Utility Commission v. Pennsylvania-American Water Co.*, Pennsylvania Public Utility Commission, Docket No. R-2013-2355276. 2013. Concerning rate design, revenue allocation, and regulatory policy, on behalf of the Pennsylvania Office of Consumer Advocate.

143. *In the Matter of the Revenue Requirement and Transmission Tariff Designated as TA364-8 filed by Chugach Electric Association, Inc.*, Regulatory Commission of Alaska, U-13-007. 2013. Concerning rate design and cost-of-service study issues, on behalf of the Alaska Office of the Attorney General.
144. *Ameren Illinois Company: Tariff filing to present the Illinois Commerce Commission with an opportunity to consider revenue neutral tariff changes related to rate design*, Docket No. 13-0476. 2013. Concerning rate design and cost of service study issues, on behalf of the Illinois Office of Attorney General.
145. *Pa. Public Utility Commission v. City of Bethlehem Bureau of Water*, Pennsylvania Public Utility Commission, Docket No. R-2013-2390244. 2014. Concerning rate design, cost of service study, and revenue allocation on behalf of the Pennsylvania Office of Consumer Advocate.
146. *In the Matter of the Tariff Revision Designated as TA332-121 filed by the Municipality of Anchorage db/a Municipal Light and Power Department*, Regulatory Commission of Alaska, U-13-184. 2014. Concerning rate design and cost-of-service study issues, on behalf of the Alaska Office of the Attorney General.
147. *Pa. Public Utility Commission v. Pike County Light and Power Co. - Gas*, Pennsylvania Public Utility Commission, Docket No. R-2013-2397353. 2014. Concerning rate design and revenue allocation on behalf of the Pennsylvania Office of Consumer Advocate.
148. *Pa. Public Utility Commission v. Pike County Light and Power Co. - Electric*, Pennsylvania Public Utility Commission, Docket No. R-2013-2397237. 2014. Concerning rate design, cost of service study, and revenue allocation on behalf of the Pennsylvania Office of Consumer Advocate.
149. *The Peoples Gas Light and Coke Company North Shore Gas Company Proposed General Increase In Rates for Gas Service*, Illinois Commerce Commission, Docket Nos. 14-0224 and 14-0225. 2014. Concerning rate design on behalf of the Illinois Office of the Attorney General and the Environmental Law and Policy Center.
150. *Apple Valley Ranchos Water Company*, California Public Utilities Commission, Docket No. A.14-01-002. 2014. Concerning rate design and automatic rate adjustment mechanisms on behalf of the Town of Apple Valley.
151. *Application by Heritage Gas Limited for Approval to Amend its Franchise Area*, Nova Scotia Utility and Review Board, Matter No. M06271. 2014. Concerning criteria, terms, and conditions for expanding a utility's service area and using transported compressed natural gas to serve small retail customers, on behalf of the Nova Scotia Consumer Advocate.
152. *Notice of Intent of Entergy Mississippi, Inc. to Modernize Rates to Support Economic Development, Power Procurement, and Continued Investment*, Mississippi Public Service Commission Docket No. 2014-UN-132. 2014. Concerning rate design and tariff issues, on behalf of the Mississippi Public Utilities Staff.
153. *Pa. Public Utility Commission v. City of Lancaster Bureau of Water*, Pennsylvania Public Utility Commission, Docket No. R-2014-2418872. 2014. Concerning rate design, cost of service study, and revenue allocation on behalf of the Pennsylvania Office of Consumer Advocate.

154. *Pa. Public Utility Commission v. Borough of Hanover Municipal Water Works*, Pennsylvania Public Utility Commission, Docket No. R-2014-2428304. 2014. Concerning rate design, cost of service study, and revenue allocation on behalf of the Pennsylvania Office of Consumer Advocate.
155. *Investigation of Commonwealth Edison Company's Cost of Service for Low-Use Customers In Each Residential Class*, Illinois Commerce Commission, Docket No. 14-0384. 2014. Concerning rate design on behalf of the Illinois Office of Attorney General.
156. *Application of the Halifax Regional Water Commission, for Approval of its Schedule of Rates and Charges and Schedule of Rules and Regulations for the Provision of Water, Public and Private Fire Protection, Wastewater and Stormwater Services*, Nova Scotia Utility and Review Board, Matter No. M06540. 2015. Concerning rate design, cost of service study, and tariff issues on behalf of the Nova Scotia Consumer Advocate.
157. *Testimony concerning organization and regulation of Philadelphia Gas Works*, Philadelphia City Council's Special Committee on Energy Opportunities. 2015.
158. *Testimony concerning proposed telecommunications legislation*, Maine Joint Standing Committee on Energy, Utilities, and Technology. 2015.
159. *Pa. Public Utility Commission v. United Water Pennsylvania, Inc.*, Pennsylvania Public Utility Commission, Docket No. R-2015-2462723. 2015. Concerning rate design, cost of service study, and revenue allocation on behalf of the Pennsylvania Office of Consumer Advocate.
160. *Ameren Illinois Company Proposed General Increase in Gas Delivery Service Rates*, Illinois Commerce Commission, Docket No. 15-0142. 2015. Concerning rate design on behalf of the Illinois Office of Attorney General.
161. *Maine Natural Gas Company Request for Multi-Year Rate Plan*, Maine Public Utilities Commission, Docket No. 2015-00005. 2015. Concerning rate design and automatic rate adjustment tariffs on behalf of the Maine Office of the Public Advocate.
162. *Application of Ohio Edison Company, The Cleveland Electric Illuminating Company and The Toledo Edison Company for Authority to Provide for a Standard Service Offer*, Public Utilities Commission of Ohio, Case No. 14-1297-EL-SSO. 2015. Concerning rate design and proposed rate discounts on behalf of the Office of the Ohio Consumers' Counsel.

Bid Summary

RFP Process and Selection

The OCA provided the RFP to consulting firms that work in the field of utility regulation. Many of these firms and individuals 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. Seven firms responded with proposals, six of which met the requirements of the RFP: Scott J. Rubin, WHN Consulting, QSI Consulting, Larkin and Associates, Ben Johnson Associates, and PCMG. Due to the complex nature of utility rate cases, the OCA proposes splitting the contract between two consultants Scott Rubin and Ben Johnson Associates. (Mr. Johnson's contract will be filed for approval separately). Mr. Rubin proposed a competitive hourly rate, and negotiated a not-to-exceed price of \$21,000.00 over the approximately 8 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. Information about Mr. Rubin's firm is included in Exhibit F.

The OCA had three staff members review the proposals, the Consumer Advocate, Susan W Chamberlin, the Assistant Consumer Advocate, Dr. Pradip Chattopadhyay, and the Finance Director, James Brennan. 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 and Ben Johnson Associates.