



Liberty Utilities (EnergyNorth Natural Gas) Corp. d/b/a Liberty Utilities

DG 17-135

Winter 2017/2018 Cost of Gas and Summer 2018 Cost of Gas

Staff Data Requests – Technical Session Set 1

Date Request Received: 10/3/17
Request No. Staff Tech 1-1

Date of Response: 10/10/17
Respondent: Deborah Gilbertson

REQUEST:

Reference testimony of Gilbertson at 11 (Bates 031) concerning the overstatement of LUFG for winter 2016/17 demand forecast.

Please describe and quantify with supporting comparative schedules:

- a. The impact this overstatement had on any rate proposed in this proceeding.
- b. The impact this overstatement had on any supply decisions that were made that would not have been made if the correct demand forecast were used.
- c. The impact this overstatement had on any dispatch decisions that were made that would not have been made if the correct demand forecast were used

RESPONSE:

- a. Please see the Company's response to OCA Tech-1-1.
- b. While the Company issues RFPs for winter supplies annually based on its forecasted requirements, it structures the RFPs in a manner that provides for an appropriate balance of reliability, flexibility and price. Knowing that any demand forecast is based on a hypothetical normal weather pattern, the Company understands that the actual weather pattern and corresponding usage will be quite different on a day-to-day basis. With that in mind, its RFPs are designed to provide as much flexibility in dealing with weather fluctuations to ensure reliability and cost-effectiveness of all supplies. Attachment Staff Tech 1-1.b provides each of the Company's RFPs issued for the 2015-16 and 2016-17 winter periods. With the exception of a request for one additional LNG truck delivery to maintain LNG inventory requirements, the RFPs for both winter periods were identical regardless of any greater usage attributable to the inadvertently higher LUFG percentage or any iNATGAS volumes projected in its forecast. In other words, the Company did not deviate from its typical supply purchasing practices or supply dispatching practices to account for the higher demand forecast. If the higher demand forecast had materialized, the Company would have utilized the flexibility of its underground storage, LNG, propane, or its Dracut call options to satisfy the incremental demand requirements much the way it does when the weather is colder than normal.

c. Please see the Company's response to Staff Tech 1-1.b above.

Liberty Utilities (EnergyNorth Natural Gas) Corp.
2015-2016 Firm Winter Baseload Gas Supply
May 18, 2015

Liberty Utilities (EnergyNorth Natural Gas) Corp ("Buyer") is seeking proposals ("Proposals") for firm winter baseload gas supply for delivery to the citygate and/or Dracut as detailed below. Bidder ("Seller") may respond to one or both of the two Packages listed below. Bids should be submitted on a NYMEX plus fixed basis for the applicable month.

PACKAGE #1
Tennessee Zone 6 – Citygate Meters

Seller shall deliver firm baseload winter gas supply to Buyer at various citygate meters in Tennessee Zone 6 as follows:

Term: December 1, 2015 through February 29, 2016

Delivery Points: Londonderry – Meter #420632
Hooksett – Meter #420254
Laconia – Meter #420426
Manchester – Meter #420133
Nashua – Meter #420132
Suncook – Meter #420451

Baseload Quantity: December 2015 = 12,000 MMBtu/day
January 2016 = 20,000 MMBtu/day
February 2016 = 15,000 MMBtu/day

Price: Buyer shall pay Seller the monthly NYMEX settlement price for the applicable month plus a fixed basis.

PACKAGE #2
Tennessee Zone 6 - Dracut

Seller shall deliver firm baseload winter gas supply to Buyer in Tennessee Zone 6 at Dracut as follows:

Term: December 1, 2015 through February 29, 2016

Delivery Point: Dracut - #412538

Baseload Quantity: December 2015 = 12,000 MMBtu/day
January 2016 = 20,000 MMBtu/day
February 2016 = 15,000 MMBtu/day

Price: Buyer shall pay Seller the monthly NYMEX settlement price for the applicable month plus a fixed basis.

Liberty Utilities (EnergyNorth Natural Gas) Corp.
Page 2 of 2

Sellers wishing to respond to this Proposal must do so by **5:00 PM EST on Tuesday, May 26, 2105**. Please submit your response by email to:

Paul Maffa
paul.maffa@libertyutilities.com
Gas Trading and Planning
Liberty Utilities
Phone: 603-216-3629

Kelly Esposito
kelly.esposito@libertyutilities.com
Gas Trading and Planning
Liberty Utilities
Phone: 603-216-3606

Sellers submitting bids in response to this Proposal understand and agree that unless and until a definitive NAESB and/or Transaction Confirmation has been executed and delivered, no contract or agreement providing for a transaction between such parties shall be deemed to exist between the parties, and neither party will be under any legal obligation of any kind whatsoever with respect to such transaction by virtue of this or any written or oral expression thereof, including, but not limited to, a letter of intent or any other preliminary agreement or any other written agreement or offer. Buyer reserves the right to withdraw or modify this Proposal at any time and Buyer shall have the right, in its sole and absolute discretion, to reject any or all offers submitted in response to this Proposal. Potential Sellers shall be subject to satisfactory credit review by Buyer.

Buyer has the right to reject any and all bids. The winning Seller(s), if any, will be selected based on the offer(s) that yield(s) the least cost, consistent with concerns for reliability of service and other business factors applied by Buyer in its sole discretion.

Liberty Utilities (EnergyNorth Natural Gas) Corp.
2016-2017 Firm Winter Baseload Gas Supply
May 26, 2016

Liberty Utilities (EnergyNorth Natural Gas) Corp ("Buyer") is seeking proposals ("Proposals") for firm winter baseload gas supply for delivery to the citygate and/or Dracut as detailed below. Bidder ("Seller") may respond to one or both of the two Packages listed below. Bids should be submitted on a NYMEX plus fixed basis for the applicable month.

PACKAGE #1
Tennessee Zone 6 – Citygate Meters

Seller shall deliver firm baseload winter gas supply to Buyer at various citygate meters in Tennessee Zone 6 as follows:

Term: December 1, 2016 through February 28, 2017

Delivery Points: Londonderry – Meter #420632
Hooksett – Meter #420254
Laconia – Meter #420426
Manchester – Meter #420133
Nashua – Meter #420132
Suncook – Meter #420451

Baseload Quantity: December 2016 = 12,000 MMBtu/day
January 2017 = 20,000 MMBtu/day
February 2017 = 15,000 MMBtu/day

Price: Buyer shall pay Seller the monthly NYMEX settlement price for the applicable month plus a fixed basis.

PACKAGE #2
Tennessee Zone 6 - Dracut

Seller shall deliver firm baseload winter gas supply to Buyer in Tennessee Zone 6 at Dracut as follows:

Term: December 1, 2016 through February 28, 2017

Delivery Point: Dracut - #412538

Baseload Quantity: December 2016 = 12,000 MMBtu/day
January 2017 = 20,000 MMBtu/day
February 2017 = 15,000 MMBtu/day

Price: Buyer shall pay Seller the monthly NYMEX settlement price for the applicable month plus a fixed basis.

Liberty Utilities (EnergyNorth Natural Gas) Corp.
Page 2 of 2

Sellers wishing to respond to this Proposal must do so by **5:00 PM EST on Friday, June 3, 2016**. Please submit your response by email to:

Paul Maffa
paul.maffa@libertyutilities.com
Gas Trading and Planning
Liberty Utilities
Phone: 603-216-3629

Kelly Esposito
kelly.esposito@libertyutilities.com
Gas Trading and Planning
Liberty Utilities
Phone: 603-216-3606

Sellers submitting bids in response to this Proposal understand and agree that unless and until a definitive NAESB and/or Transaction Confirmation has been executed and delivered, no contract or agreement providing for a transaction between such parties shall be deemed to exist between the parties, and neither party will be under any legal obligation of any kind whatsoever with respect to such transaction by virtue of this or any written or oral expression thereof, including, but not limited to, a letter of intent or any other preliminary agreement or any other written agreement or offer. Buyer reserves the right to withdraw or modify this Proposal at any time and Buyer shall have the right, in its sole and absolute discretion, to reject any or all offers submitted in response to this Proposal. Potential Sellers shall be subject to satisfactory credit review by Buyer.

Buyer has the right to reject any and all bids. The winning Seller(s), if any, will be selected based on the offer(s) that yield(s) the least cost, consistent with concerns for reliability of service and other business factors applied by Buyer in its sole discretion.

Liberty Utilities (EnergyNorth Natural Gas) Corp.
Request for Proposals
Winter Asset Management
August 6, 2015

Liberty Utilities (EnergyNorth Natural Gas) Corp. ("Buyer") is seeking proposals ("Proposals") for an Asset Management Arrangement ("AMA") as more fully set forth below. The successful bidder ("Seller") shall have the right to optimize the assets subject to satisfying Buyer's Gas Supply Requirements.

Generally Applicable Provisions

Term:

The Term shall be from November 1, 2015 through and including April 30, 2016.

Release of Asset:

The asset to be released is 12,000 dt/day of Tennessee FT capacity from Zones 0 and 1 to Zone 6 (please see table below and attached Tennessee FT-A Contract No. 8587). The asset shall be released by Buyer for the entire Term at no cost to Seller. Buyer shall remain responsible for payment of all demand charges related to the asset. Seller shall be responsible for all variable costs in connection with the asset during the Term. Buyer and Seller each agree to take such actions and execute such documents as may be required to effectuate the release of the assets from Buyer to Seller. The parties intend that any transaction entered into pursuant to this Proposal shall be structured as an AMA pursuant to FERC Order 712 and all other applicable rules and/or regulations. All releases shall be subject to recall in the event that the Seller fails to meet its Gas Supply Requirements obligation to Buyer.

Tennessee FT-A Receipt Point Percentages

Tennessee Zone/Leg	Receipt Point Entitlement %
Texas, Zone 0	32.6%,
Louisiana 500 leg	46.4%
Louisiana, 800 leg	21%

Gas Supply Requirements:

Each day during the Term, Seller shall sell and deliver, at the Delivery Point(s), the Base-Load Quantity set forth in the table below. Each day during the Term Seller shall sell and deliver, at the Delivery Point(s), the quantity requested by Buyer on such day up to the Daily Call Quantity set forth in the table below.

Month	Base-Load Quantity	Daily Call Quantity
Nov 2015	7,000	5,000
Dec 2015	12,000	0
Jan 2016	12,000	0
Feb 2016	12,000	0
Mar 2016	7,000	5,000
Apr 2016	5,000	7,000

Delivery Point(s):

The Delivery Point(s) shall be the points of interconnection between Buyer's facilities and Tennessee Gas Pipeline Company as set forth in the attached Tennessee Contract.

Price:

The price for gas delivered by Seller to Buyer shall be:

Baseload Price - For Base-Load Quantity, the price shall be the weighted average of the first of month index prices for the applicable month as posted in Platts Inside FERC's Gas Market Report for Tennessee Gas Pipeline Co. for (a) Texas, Zone 0 weighted at 32.6%, (b) Louisiana 500 leg weighted at 46.4%, and (c) Louisiana, 800 leg weighted at 21%, plus the imputed weighted average variable cost (including fuel) to transport such gas to the Delivery Point(s) based on the asset.

Daily Call Price - For Daily-Call Quantity, the price shall be the weighted average of the Daily Price Survey Midpoint prices for the applicable day as posted in Platts Gas Daily for Tennessee Gas Pipeline Co. for (a) Texas, zone 0 weighted at 32.6%, (b) Louisiana 500 leg weighted at 46.4% (inclusive of Louisiana 100 leg Receipt Point entitlement), and (c) Louisiana, 800 leg weighted at 21%, plus the imputed weighted average variable cost (including fuel) to transport such gas to the Delivery Point(s) based on the asset.

Asset Management Fee:

Subject to satisfying the Gas Supply Requirements associated with the AMA, Seller shall have the right to utilize and optimize the asset for its own account. In exchange for such right, Seller shall pay Buyer an Asset Management Fee.

Proposals:

As part of their Proposal, each bidder should specify the total proposed Asset Management Fee to be paid to Buyer.

Form of Agreement:

Any transaction entered into as a result of this Proposal shall be documented as a transaction under an active NAESB Agreement or ISDA Gas Annex with Buyer. Included as Exhibit A is the form of Transaction Confirmation that Buyer proposes for execution. As part of their offer to this Proposal, each bidder should clearly identify any proposed exceptions to the Transaction Confirmation.

Instructions to Sellers:

Responses to this Proposal must be submitted by the date specified in the schedule below via email to the email addresses as follows:

Paul Maffa – 603/216-3629
paul.maffa@libertyutilities.com

Kelly Esposito – 603/216-3606
kelly.esposito@libertyutilities.com

Any questions in connection with this Proposal should be sent by email to all email addresses listed above.

Schedule:

- | | |
|-------------------|--|
| August 14, 2015 | All questions must be submitted in writing by 5:00 PM EST |
| August 18, 2015 | Buyer will respond to Bidders' questions in writing by 5:00 PM EST |
| August 26, 2015 | Proposals must be received by Buyer by 5:00 PM EST. All Proposals shall expressly provide that they will remain binding and in effect, without modification, until 5:00 PM EST on September 1, 2015 |
| September 1, 2015 | Buyer expects to award contract to successful bidder and confirm deal in writing by 5:00 PM EST. |
| September 9, 2015 | Target date for execution of Transaction Confirmation. |

Miscellaneous:

Buyer will consider Proposals only from Sellers that are willing to execute a NAESB Base Contract for Sale and Purchase of Natural Gas or an ISDA with a Gas Annex with Buyer. Sellers submitting bids in response to this Proposal understand and agree that unless and until both a Transaction Confirmation has been executed and delivered, no contract or agreement providing for a transaction between such parties shall be deemed to exist between the parties, and neither party will be under any legal obligation of any kind whatsoever with respect to such transaction by virtue of this or any written or oral expression thereof, including, but not limited to, a letter of intent or any other preliminary agreement or any other written agreement or offer. Buyer reserves the right to withdraw or modify this Proposal at any time and Buyer shall have the right, in its sole and absolute discretion, to reject any or all responses submitted in response to this Proposal. Potential Sellers shall be subject to satisfactory credit review by Buyer.

Buyer has the right to reject any and all bids. The winning Seller, if any, will be selected based on the proposal that yields the overall least cost, consistent with concerns for reliability of service and other business factors applied by Buyer in its sole discretion.

**AMA Transaction Confirmation
 Liberty Utilities (EnergyNorth Natural Gas) Corp.**

TRANSACTION CONFIRMATION

	Date: _____ Transaction Confirmation #: _____
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This Transaction Confirmation is subject to the Base Contract between Seller and Buyer, dated _____. This Transaction Confirmation will not become binding until executed by both parties.

SELLER: _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporters: _____ Transporters Contract Number: _____ Trader: _____	BUYER: <u>Liberty Utilities (EnergyNorth Natural Gas) Corp.</u> _____ Attn: <u>Contract Administration</u> Phone: _____ Fax: _____ Base Contract No. _____ Transporters: <u>Tennessee Gas Pipeline Company</u> Transporters Contract Number: _____ Trader: _____
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Contract Price: See Special Conditions Section C Below

Term: Begin: November 1, 2015 **End:** April 30, 2016

Performance Obligation and Contract Quantity: See Special Conditions Below

Delivery Point(s): The Delivery Point shall be the points of interconnection between Buyer's facilities and Tennessee Gas Pipeline Company as set forth in the Asset.

Special Conditions:

A. Definitions

"Asset" means 12,000 dt/Day of rate schedule FT-A firm transportation capacity under Tennessee Contract No. 8587 (attached).

"Credit Support Provider" means _____.

"Dekatherm" or "Dth" or "dt" means one (1) MMBtu.

"FERC" means the Federal Energy Regulatory Commission.

"Letter of Credit" means an irrevocable, non-transferable, standby letter of credit issued by a major U.S. commercial bank, a U.S. branch office of a foreign bank, or U.S. financial institution, in any case with a credit rating of at least "A-" by S&P and "A3" by Moody's, in a form reasonably acceptable to the Buyer. All costs related to any Letter of Credit shall be for the account of the Seller.

"Moody's" means Moody's Investors Services, Inc. or its successor.

"S&P" means Standard & Poor's Ratings Group (a division of McGraw-Hill, Inc.) or its successor.

B. Gas Supply and Capacity Release

1. **Release of Asset:** During the Term, Buyer will release the Asset on a pre-arranged, non-biddable basis, at no cost to Seller. Buyer shall be responsible for the payment of all demand charges related to the Asset. Seller shall be responsible for all variable costs related to the Asset.
2. **Base-Load Quantity:** Each day during the Term, Seller shall sell and deliver, at the Delivery Point(s), the Base-Load Quantity set forth in the table below.
3. **Daily Call Quantity:** Each day during the Term Seller shall sell and deliver, at the Delivery Point(s), the Base-Load Quantity requested by Buyer on such day up to the Daily Call Quantity set forth in the table below.

Month	Base-Load Quantity (dt/day)	Daily Call Quantity (dt/day)
Nov 2013	7,000	5,000
Dec 2013	12,000	0
Jan 2014	12,000	0
Feb 2014	12,000	0
Mar 2014	7,000	5,000
Apr 2014	5,000	7,000

4. **Termination Option:** If at any time during the Term, Seller fails to deliver gas required to be delivered hereunder, unless such failure is excused by the Buyer's non-performance or caused by Force Majeure, Buyer shall have the right to terminate this Transaction Confirmation and recall the Asset.

C. Price

1. **Base-Load Price:** For Base-Load Quantity, the price shall be the weighted average of the first of month Index prices for the applicable month as posted in Platts Inside FERC's Gas Market Report for Tennessee Gas Pipeline Co. for (a) Texas, zone 0 weighted at 32.6%, (b) Louisiana 500 leg weighted at 46.4%, and (c) Louisiana, 800 leg weighted at 21%, plus the imputed weighted average variable cost (including fuel) to transport such gas to the Delivery Point(s) based on the Asset.
2. **Daily Call Price:** For Daily Call Quantity, the price shall be the weighted average of the Daily Price Survey Midpoint prices for the applicable day as posted in Platts Gas Daily for Tennessee Gas Pipeline Co. for (a) Texas, zone 0 weighted at 32.6%, (b) Louisiana 500 leg weighted at 46.4%, and (c) Louisiana, 800 leg weighted at 21%, plus the imputed weighted average variable cost (including fuel) to transport such gas to the Delivery Point(s) based on the Asset.

D. Nominations

Buyer shall make all nominations for delivery of Gas verbally or by telephonic means prior to 9:00 AM prevailing eastern time on the business day prior to the gas day on which delivery of gas is requested. Friday nomination shall be for Saturday through Monday (ratably). Holidays are as determined by ICE and shall be treated the same as weekends (i.e., nominated ratably on business day prior to the Holiday.)

E. Asset Management Fee

Subject to the delivery obligations set forth above, Seller shall have the right to optimize the released capacity for its own account. In exchange for such right, during the Term, Seller shall make a payment to Buyer of \$_____ per month. This payment shall be reflected as a credit to Buyer in Seller's invoice for the applicable month.

F. Credit Provisions

Independent Amount. In the event Seller (i) has a Credit Rating at or below BBB- from S&P and/or Baa3 from Moody's, or (ii) is unrated, Seller shall provide Buyer with an Independent Amount in the form of either (a) a guaranty from a Credit Support Provider rated at least BBB by S&P and/or Baa2 by Moody's, (b) cash, or (c) a Letter of Credit, in either case, in an amount equal to 10% of the potential mark to market exposure for the transactions hereunder calculated as a function of price volatilities as well as the notional volume; provided however, that the potential mark to market exposure shall be zero (0) when Seller's price is set a the Gas Daily Index.

Collateral Requirement. The "Collateral Requirement" for Seller means the Exposure (as defined below), minus the sum of (i) the amount of cash previously transferred by Seller to Buyer, (ii) the amount of cash held by Buyer as posted collateral as the result of drawing under any Letter of Credit maintained by Seller for the benefit of Buyer, and (iii) the undrawn value of each such Letter of Credit; provided, however that the Collateral Requirement for Seller will be deemed to be zero (0) if (i) Seller has a Credit Rating of at least BBB from S&P and/or Baa2 from Moody's, and (ii) no Event of Default with respect to Seller has occurred and is continuing. Seller may provide the Collateral Requirement in the form of either (a) a guaranty from a Credit Support Provider rated at least BBB by S&P and/or Baa2 by Moody's, (b) cash, or (c) a Letter of Credit. The "Collateral Requirement" for Buyer means zero (0).

"Exposure" shall be calculated as the sum of:

- (i) all amounts that have been invoiced, but not yet paid for the transactions under this Transaction Confirmation; plus
- (ii) all amounts that have been accrued, but not yet invoiced for the transactions under this Transaction Confirmation; plus
- (iii) the mark to market amount for each Day remaining in the term for each transaction under this Transaction Confirmation; reduced by
- (iv) the Independent Amount, if any, previously provided by the Seller to the Buyer.

G. Asset Management Arrangement

The Parties agree that the transactions hereunder constitute an Asset Management Arrangement, as defined by FERC in Order No. 712 (as modified and clarified) and in accordance with FERC's rules and regulations, and that Seller is acting as Asset Manager as defined in 18 CFR 284.8(h)(3).

H. Changes in Law

If the FERC or other applicable regulatory body shall implement any change in law, rule, regulation, tariff or practice that is binding on Seller or Buyer and materially and adversely affects such party's ability to perform its obligations hereunder, the parties shall negotiate in good faith an amendment to this Agreement or take other appropriate action the effect of which is to restore each party, as closely as possible, to its same position as prior to such change. If, within sixty (60) Days after the implementation of such change, the parties are unable to agree on such amendment or such other appropriate action, each party will continue to perform its obligations hereunder to the maximum extent possible under the applicable law, rule, regulation, tariff or practice, taking all reasonable steps to mitigate the effect of such change on each other.

Seller: By: _____ Name: Title: Date:	Buyer: Liberty Utilities (EnergyNorth Natural Gas) Corp. By: _____ Name: Title: Date:
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3. Annual Management Plan

The following information is provided to assist in the review of the Annual Management Plan. The information is provided in a format that is consistent with the format of the Annual Management Plan. The information is provided in a format that is consistent with the format of the Annual Management Plan.

4. Credit Analysis

The following information is provided to assist in the review of the Credit Analysis. The information is provided in a format that is consistent with the format of the Credit Analysis. The information is provided in a format that is consistent with the format of the Credit Analysis.

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5. Financial Statements

The following information is provided to assist in the review of the Financial Statements. The information is provided in a format that is consistent with the format of the Financial Statements. The information is provided in a format that is consistent with the format of the Financial Statements.

6. Annual Management Plan

The following information is provided to assist in the review of the Annual Management Plan. The information is provided in a format that is consistent with the format of the Annual Management Plan. The information is provided in a format that is consistent with the format of the Annual Management Plan.

7. Budgetary Data

The following information is provided to assist in the review of the Budgetary Data. The information is provided in a format that is consistent with the format of the Budgetary Data. The information is provided in a format that is consistent with the format of the Budgetary Data.

Item	Amount	Percentage
Item 1	1000000	100%
Item 2	500000	50%
Item 3	250000	25%
Item 4	125000	12.5%
Item 5	62500	6.25%
Item 6	31250	3.125%
Item 7	15625	1.5625%
Item 8	7812.5	0.78125%
Item 9	3906.25	0.390625%
Item 10	1953.125	0.1953125%

**Liberty Utilities (EnergyNorth Natural Gas) Corp.
Request for Proposals
Winter Asset Management
August 15, 2016**

Liberty Utilities (EnergyNorth Natural Gas) Corp. (“Buyer”) is seeking proposals (“Proposals”) for an Asset Management Arrangement (“AMA”) as more fully set forth below. The successful bidder (“Seller”) shall have the right to optimize the assets subject to satisfying Buyer’s Gas Supply Requirements.

Generally Applicable Provisions

Term: The Term shall be from November 1, 2016 through and including April 30, 2017.

Release of Asset: The asset to be released is 12,000 dt/day of Tennessee FT capacity from Zones 0 and 1 to Zone 6 (please see table below). The asset shall be released by Buyer for the entire Term at no cost to Seller. Buyer shall remain responsible for payment of all demand charges related to the asset. Seller shall be responsible for all variable costs in connection with the asset during the Term. Buyer and Seller each agree to take such actions and execute such documents as may be required to effectuate the release of the assets from Buyer to Seller. The parties intend that any transaction entered into pursuant to this Proposal shall be structured as an AMA pursuant to FERC Order 712 and all other applicable rules and/or regulations. All releases shall be subject to recall in the event that the Seller fails to meet its Gas Supply Requirements obligation to Buyer.

Tennessee FT-A Zone Percentage Breakout

Tennessee Zone/Leg	Receipt Point Entitlement %
Texas, Zone 0	32.6%,
Louisiana 500 leg	46.4%
Louisiana, 800 leg	21%

Gas Supply Requirements: Each day during the Term, Seller shall sell and deliver, at the Delivery Point(s), the Base-Load Quantity set forth in

the table below. Each day during the Term Seller shall sell and deliver, at the Delivery Point(s), the quantity requested by Buyer on such day up to the Daily Call Quantity set forth in the table below.

Month	Base-Load Quantity	Daily Call Quantity
Nov 2016	7,000	5,000
Dec 2016	12,000	0
Jan 2017	12,000	0
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Mar 2017	7,000	5,000
Apr 2017	5,000	7,000

Delivery Point(s):

The Delivery Point(s) shall be the points of interconnection between Buyer's facilities and Tennessee Gas Pipeline Company.

Price:

The price for gas delivered by Seller to Buyer shall be:

Baseload Price - For Base-Load Quantity, the price shall be the weighted average of the first of month index prices for the applicable month as posted in Platts Inside FERC's Gas Market Report for Tennessee Gas Pipeline Co. for (a) Texas, Zone 0 weighted at 32.6%, (b) Louisiana 500 leg weighted at 46.4%, and (c) Louisiana, 800 leg weighted at 21%, plus the imputed weighted average variable cost (including fuel) to transport such gas to the Delivery Point(s) based on the asset.

Daily Call Price - For Daily-Call Quantity, the price shall be the weighted average of the Daily Price Survey Midpoint prices for the applicable day as posted in Platts Gas Daily for Tennessee Gas Pipeline Co. for (a) Texas, zone 0 weighted at 32.6%, (b) Louisiana 500 leg weighted at 46.4%, and (c) Louisiana, 800 leg weighted at 21%, plus the imputed weighted average variable cost (including fuel) to transport such gas to the Delivery Point(s) based on the asset.

Asset Management Fee:

Subject to satisfying the Gas Supply Requirements associated with the AMA, Seller shall have the right to utilize and optimize the asset for its own account. In

exchange for such right, Seller shall pay Buyer an Asset Management Fee.

Proposals:

As part of their Proposal, each bidder should specify the total proposed Asset Management Fee to be paid to Buyer.

Form of Agreement:

Any transaction entered into as a result of this Proposal shall be documented as a transaction under an active NAESB Agreement or ISDA Gas Annex with Buyer. Included as Exhibit A is the form of Transaction Confirmation that Buyer proposes for execution. As part of their offer to this Proposal, each bidder should clearly identify any proposed exceptions to the Transaction Confirmation.

Instructions to Sellers:

Responses to this Proposal must be submitted by the date specified in the schedule below via email to the email addresses as follows:

Paul Maffa – 603/216-3629
paul.maffa@libertyutilities.com

Kelly Esposito – 603/216-3606
kelly.esposito@libertyutilities.com

Any questions in connection with this Proposal should be sent by email to all email addresses listed above.

Schedule:

- | | |
|-------------------|--|
| August 18, 2016 | All questions must be submitted in writing by 5:00 PM EST |
| August 23, 2016 | Buyer will respond to Bidders' questions in writing by 5:00 PM EST |
| August 25, 2016 | Proposals must be received by Buyer by 5:00 PM EST. All Proposals shall expressly provide that they will remain binding and in effect, without modification, until 5:00 PM EST on September 1, 2016 |
| September 1, 2016 | Buyer expects to award contract to successful bidder and confirm deal in writing by 5:00 PM EST. |
| September 9, 2016 | Target date for execution of Transaction Confirmation. |

Miscellaneous:

Buyer will consider Proposals only from Sellers that are willing to execute a NAESB Base Contract for Sale and Purchase of Natural Gas or an ISDA with a Gas Annex with Buyer. Sellers submitting bids in response to this Proposal understand and agree that unless and until both a Transaction Confirmation has been executed and delivered, no contract or agreement providing for a transaction between such parties shall be deemed to exist between the parties, and neither party will be under any legal obligation of any kind whatsoever with respect to such transaction by virtue of this or any written or oral expression thereof, including, but not limited to, a letter of intent or any other preliminary agreement or any other written agreement or offer. Buyer reserves the right to withdraw or modify this Proposal at any time and Buyer shall have the right, in its sole and absolute discretion, to reject any or all responses submitted in response to this Proposal. Potential Sellers shall be subject to satisfactory credit review by Buyer.

Buyer has the right to reject any and all bids. The winning Seller, if any, will be selected based on the proposal that yields the overall least cost, consistent with concerns for reliability of service and other business factors applied by Buyer in its sole discretion.

AMA Transaction Confirmation
Liberty Utilities (EnergyNorth Natural Gas) Corp.

TRANSACTION CONFIRMATION

Date: _____

Transaction Confirmation #: _____

This Transaction Confirmation is subject to the Base Contract between Seller and Buyer, dated _____. This Transaction Confirmation will not become binding until executed by both parties.

SELLER:

Attn: _____
Phone: _____
Fax: _____
Base Contract No. _____
Transporters: _____
Transporters Contract Number: _____
Trader: _____

BUYER:

Liberty Utilities (EnergyNorth Natural Gas) Corp.

Attn: Contract Administration
Phone: _____
Fax: _____
Base Contract No. _____
Transporters: Tennessee Gas Pipeline Company
Transporters Contract Number: _____
Trader: _____

Contract Price: See Special Conditions Section C Below

Term: Begin: November 1, 2016

End: April 30, 2017

Performance Obligation and Contract Quantity: See Special Conditions Below

Delivery Point(s): The Delivery Point shall be the points of interconnection between Buyer's facilities and Tennessee Gas Pipeline Company as set forth in the Asset.

Special Conditions:

A. Definitions

"Asset" means 12,000 dt/Day of rate schedule FT-A firm transportation capacity.

"Credit Support Provider" means _____.

"Dekatherm" or "Dth" or "dt" means one (1) MMBtu.

"FERC" means the Federal Energy Regulatory Commission.

"Letter of Credit" means an irrevocable, non-transferable, standby letter of credit issued by a major U.S. commercial bank, a U.S. branch office of a foreign bank, or U.S. financial institution, in any case with a credit rating of at least "A-" by S&P and "A3" by Moody's, in a form reasonably acceptable to the Buyer. All costs related to any Letter of Credit shall be for the account of the Seller.

"Moody's" means Moody's Investors Services, Inc. or its successor.

"S&P" means Standard & Poor's Ratings Group (a division of McGraw-Hill, Inc.) or its successor.

B. Gas Supply and Capacity Release

1. **Release of Asset:** During the Term, Buyer will release the Asset on a pre-arranged, non-biddable basis, at no cost to Seller. Buyer shall be responsible for the payment of all demand charges related to the Asset. Seller shall be responsible for all variable costs related to the Asset.
2. **Base-Load Quantity:** Each day during the Term, Seller shall sell and deliver, at the Delivery Point(s), the Base-Load Quantity set forth in the table below.
3. **Daily Call Quantity:** Each day during the Term Seller shall sell and deliver, at the Delivery Point(s), the Base-Load Quantity requested by Buyer on such day up to the Daily Call Quantity set forth in the table below.

Month	Base-Load Quantity (dt/day)	Daily Call Quantity (dt/day)
Nov 2016	7,000	5,000
Dec 2016	12,000	0
Jan 2017	12,000	0
Feb 2017	12,000	0
Mar 2017	7,000	5,000
Apr 2017	5,000	7,000

4. **Termination Option:** If at any time during the Term, Seller fails to deliver gas required to be delivered hereunder, unless such failure is excused by the Buyer's non-performance or caused by Force Majeure, Buyer shall have the right to terminate this Transaction Confirmation and recall the Asset.

C. Price

1. **Base-Load Price:** For Base-Load Quantity, the price shall be the weighted average of the first of month Index prices for the applicable month as posted in Platts Inside FERC's Gas Market Report for Tennessee Gas Pipeline Co. for (a) Texas, zone 0 weighted at 32.6%, (b) Louisiana 500 leg weighted at 46.4%, and (c) Louisiana, 800 leg weighted at 21%, plus the imputed weighted average variable cost (including fuel) to transport such gas to the Delivery Point(s) based on the Asset.
2. **Daily Call Price:** For Daily Call Quantity, the price shall be the weighted average of the Daily Price Survey Midpoint prices for the applicable day as posted in Platts Gas Daily for Tennessee Gas Pipeline Co. for (a) Texas, zone 0 weighted at 32.6%, (b) Louisiana 500 leg weighted at 46.4%, and (c) Louisiana, 800 leg weighted at 21%, plus the imputed weighted average variable cost (including fuel) to transport such gas to the Delivery Point(s) based on the Asset.

D. Nominations

Buyer shall make all nominations for delivery of Gas verbally or by telephonic means prior to 10:00 AM prevailing eastern time on the business day prior to the gas day on which delivery of gas is requested. Friday nomination shall be for Saturday through Monday (ratably). Holidays are as determined by ICE and shall be treated the same as weekends (i.e., nominated ratably on business day prior to the Holiday.)

E. Asset Management Fee

Subject to the delivery obligations set forth above, Seller shall have the right to optimize the released capacity for its own account. In exchange for such right, during the Term, Seller shall make a payment to Buyer of \$ _____ per month. This payment shall be reflected as a credit to Buyer in Seller's invoice for the applicable month.

F. Credit Provisions

Independent Amount. In the event Seller (i) has a Credit Rating at or below BBB- from S&P and/or Baa3 from Moody's, or (ii) is unrated, Seller shall provide Buyer with an Independent Amount in the form of either (a) a guaranty from a Credit Support Provider rated at least BBB by S&P and/or Baa2 by Moody's, (b) cash, or (c) a Letter of Credit, in either case, in an amount equal to 10% of the potential mark to market exposure for the transactions hereunder calculated as a function of price volatilities as well as the notional volume; provided however, that the potential mark to market exposure shall be zero (0) when Seller's price is set at the Gas Daily Index.

Collateral Requirement. The "Collateral Requirement" for Seller means the Exposure (as defined below), minus the sum of (i) the amount of cash previously transferred by Seller to Buyer, (ii) the amount of cash held by Buyer as posted collateral as the result of drawing under any Letter of Credit maintained by Seller for the benefit of Buyer, and (iii) the undrawn value of each such Letter of Credit; provided, however that the Collateral Requirement for Seller will be deemed to be zero (0) if (i) Seller has a Credit Rating of at least BBB from S&P and/or Baa2 from Moody's, and (ii) no Event of Default with respect to Seller has occurred and is continuing. Seller may provide the Collateral Requirement in the form of either (a) a guaranty from a Credit Support Provider rated at least BBB by S&P and/or Baa2 by Moody's, (b) cash, or (c) a Letter of Credit. The "Collateral Requirement" for Buyer means zero (0).

"Exposure" shall be calculated as the sum of:

- (i) all amounts that have been invoiced, but not yet paid for the transactions under this Transaction Confirmation; plus
- (ii) all amounts that have been accrued, but not yet invoiced for the transactions under this Transaction Confirmation; plus
- (iii) the mark to market amount for each Day remaining in the term for each transaction under this Transaction Confirmation; reduced by
- (iv) the Independent Amount, if any, previously provided by the Seller to the Buyer.

G. Asset Management Arrangement

The Parties agree that the transactions hereunder constitute an Asset Management Arrangement, as defined by FERC in Order No. 712 (as modified and clarified) and in accordance with FERC's rules and regulations, and that Seller is acting as Asset Manager as defined in 18 CFR 284.8(h)(3).

H. Changes in Law

If the FERC or other applicable regulatory body shall implement any change in law, rule, regulation, tariff or practice that is binding on Seller or Buyer and materially and adversely affects such party's ability to perform its obligations hereunder, the parties shall negotiate in good faith an amendment to this Agreement or take other appropriate action the effect of which is to restore each party, as closely as possible, to its same position as prior to such change. If, within sixty (60) Days after the implementation of such change, the parties are unable to agree on such amendment or such other appropriate action, each party will continue to perform its obligations hereunder to the maximum extent possible under the applicable law, rule, regulation, tariff or practice, taking all reasonable steps to mitigate the effect of such change on each other.

Seller:

By: _____
Name:
Title:
Date:

Buyer: Liberty Utilities (EnergyNorth Natural Gas) Corp.

By: _____
Name:
Title:
Date:

Case No.	Description
17-135-001	[Faint text]
17-135-002	[Faint text]
17-135-003	[Faint text]
17-135-004	[Faint text]
17-135-005	[Faint text]
17-135-006	[Faint text]
17-135-007	[Faint text]
17-135-008	[Faint text]
17-135-009	[Faint text]
17-135-010	[Faint text]
17-135-011	[Faint text]
17-135-012	[Faint text]
17-135-013	[Faint text]
17-135-014	[Faint text]
17-135-015	[Faint text]
17-135-016	[Faint text]
17-135-017	[Faint text]
17-135-018	[Faint text]
17-135-019	[Faint text]
17-135-020	[Faint text]
17-135-021	[Faint text]
17-135-022	[Faint text]
17-135-023	[Faint text]
17-135-024	[Faint text]
17-135-025	[Faint text]
17-135-026	[Faint text]
17-135-027	[Faint text]

Liberty Utilities (EnergyNorth Natural Gas) Corp.
 Request for Proposals
 2015-16 Winter Asset Management
 August 6, 2015

Liberty Utilities (EnergyNorth Natural Gas) Corp. ("Buyer") is seeking proposals ("Proposals") for an Asset Management Arrangement ("AMA") as more fully set forth below. The successful candidate ("Seller") shall have the right to optimize the Assets subject to satisfying Buyer's daily gas supply requirements.

Generally Applicable Provisions

Term: November 1, 2015 through October 31, 2016

Release of Assets: The Assets to be assigned are set forth below. The Assets shall be assigned by Buyer to Seller for the entire Term at no cost. Buyer shall remain responsible for payment of all demand charges related to the Assets. Seller shall be responsible for all variable costs in connection with the Assets during the Term. Buyer and Seller each agree to take such actions and execute such documents as may be required to effectuate the assignment of the Assets from Buyer to Seller. All Assets shall be subject to recall in the event that the Seller fails to meet Buyer's daily gas supply requirements.

Released Assets: During the Term, Buyer shall assign firm transportation capacity to Seller capacity on the following pipelines:

Union Gas Limited ("Union Gas")
 TransCanada Pipelines Limited ("TransCanada")

Please see table below for contract details.

Pipeline	Quantity Dt/day	Quantity Gj/day	Receipt Point	Delivery Point
Union	Up to 4,092	Up to 4,317	Dawn	Parkway
TransCanada	Up to 4,047	Up to 4,270	Parkway	Waddington

Gas Supply Requirements: Seller shall deliver firm baseload supply of up to 4,047 Dth to the Delivery Point of Buyer each day during the period from November 1, 2015 through and including March 31, 2016. Monthly Quantity may fluctuate due to Buyer's Retail Choice Customer Program. Buyer will provide Seller with firm Baseload Quantity five days prior to start of each month.

Delivery Point: The interconnection between the facilities of TransCanada Gas Pipeline and Iroquois Gas Transmission System at Waddington, NY.

Price: The Price shall be equal to the price posted as the "Index" for Canadian Gas, "Dawn, Ontario" as published in Inside FERC's Gas Market Report for the month of delivery, plus imputed variable costs to transport Gas from Dawn to the Delivery Point.

Asset Management Fee: Subject to satisfying the daily gas supply requirements, Seller shall have the right to utilize and optimize the Assets for its own account. In exchange for such right, Seller shall pay Buyer an Asset Management Fee.

Form of Agreement:

Any transaction entered into as a result of this Proposal shall be documented as a transaction under an active NAESB Agreement or ISDA Gas Annex. Included with this Proposal is the form of Transaction Confirmation (Attachment 1) Buyer proposes for execution.

Instructions to Sellers:

Sellers wishing to respond to this Proposal must do so by **5:00 PM EST on Monday, August 24, 2015**. Please submit your response by email to the following two individuals:

Paul Maffa
paul.maffa@libertyutilities.com
Gas Trading and Planning
Liberty Utilities
Phone: 603-216-3629

Kelly Esposito
kelly.esposito@libertyutilities.com
Gas Trading and Planning
Liberty Utilities
Phone: 603-216-3606

Schedule:

August 14, 2015	Seller questions must be submitted in writing by 5:00 PM EST
August 18, 2015	Buyer will respond to Seller questions in writing by 5:00 PM EST
August 24, 2015	Proposals must be received by Buyer by 11:00 AM EST. All Proposals shall expressly provide that they will remain binding and in effect, without modification, until 5:00 PM EST on August 28, 2015
August 28, 2015	Buyer expects to award contract to successful Seller and confirm deal in writing by 5:00 PM EST.
September 10, 2015	Target date for execution of Transaction Confirmation.

Submission of Proposals:

Proposals must be submitted by the date specified in the Schedule below. Proposals should include: (a) Seller's proposed Asset Management Fee and (b) any proposed exceptions to the form of Transaction Confirmation.

Miscellaneous:

Buyer will consider Proposals only from Sellers that are willing to execute a NAESB Base Contract for Sale and Purchase of Natural Gas or an ISDA with a Gas Annex with Buyer. Sellers submitting bids in response to this Proposal understand and agree that unless and until both a Transaction Confirmation has been executed and delivered, no contract or agreement providing for a transaction between such parties shall be deemed to exist between the parties, and neither party will be under any legal obligation of any kind whatsoever with respect to such transaction by virtue of this or any written or oral expression thereof, including, but not limited to, a letter of intent or any other preliminary agreement or any other written agreement or offer. Buyer reserves the right to withdraw or modify this Proposal at any time and Buyer shall have the right, in its sole and absolute discretion, to reject any or all responses submitted in response to this Proposal. Potential Sellers shall be subject to satisfactory credit review by Buyer.

Buyer has the right to reject any and all bids. The winning Seller, if any, will be selected based on the proposal that yields the overall least cost, consistent with concerns for reliability of service and other business factors applied by Buyer in its sole discretion.

Attachment 1

**Exhibit A
AMA Transaction Confirmation
Liberty Utilities (EnergyNorth Natural Gas) Corp.**

TRANSACTION CONFIRMATION

	Date: _____ Transaction Confirmation #: _____
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This Transaction Confirmation is subject to the Base Contract between Seller and Buyer, dated _____. This Transaction Confirmation will not become binding until executed by both parties.

SELLER: _____ Attn: _____ Phone: _____ Fax: _____ Base Contract No. _____ Transporters: _____ Transporters Contract Number: _____ Trader: _____	BUYER: <u>Liberty Utilities (EnergyNorth Natural Gas) Corp.</u> _____ Attn: <u>Contract Administration</u> Phone: _____ Fax: _____ Base Contract No. _____ Transporters: <u>Union Gas Limited, TransCanada Pipelines Limited</u> Transporters Contract Number: _____ Trader: <u>Paul Maffa</u>
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Contract Price: See Special Conditions Section C Below

Term: Begin: November 1, 2015 End: October 31, 2016

Performance Obligation and Contract Quantity: See Special Conditions Below

Delivery Point(s): The Delivery Point shall be the interconnection between the facilities of TransCanada Pipeline and Iroquois Gas Transmission System at Waddington, NY.

Special Conditions:

A. Definitions

"Assets" means the Agreements set forth on Exhibit A.

"Credit Support Provider" means _____.

"Dekatherm" or "Dth" or "dt" means one (1) MMBtu.

"FERC" means the Federal Energy Regulatory Commission.

"Letter of Credit" means an irrevocable, non-transferable, standby letter of credit issued by a major U.S. commercial bank, a U.S. branch office of a foreign bank, or U.S. financial institution, in any case with a credit rating of at least "A-" by S&P and "A3" by Moody's, in a form reasonably acceptable to the Buyer. All costs related to any Letter of Credit shall be for the account of the Seller.

"Moody's" means Moody's Investors Service, Inc. or its successor.

"S&P" means Standard & Poor's Financial Services LLC or its successor.

B. Gas Service and Capacity Release

1. **Assignment of Assets:** During the Term, Buyer will assign the Assets to Seller. Buyer shall be responsible for the payment of all demand charges related to the Assets. Notwithstanding the foregoing, in the case of TransCanada Pipelines Limited ("TransCanada") Assets, Seller shall initially pay the demand charges to TransCanada and Buyer will reimburse Seller for such charges.
2. **Firm Base-load Supplies:** Each Day during the period from November 1, 2015 through and including March 31, 2016, Seller shall deliver and sell, and Buyer shall receive and purchase, Firm Base-load supplies of up to 4,047 dt/day. Such quantity may be modified during the Term to account for changes in fuel retention percentages related to the Assets.
3. **Termination Option:** If at any time during the Term, Seller fails to deliver Gas required to be delivered hereunder, unless such failure is excused by the Buyer's non-performance or caused by Force Majeure, Buyer shall have the right to terminate this Transaction Confirmation and recall (or revoke assignment of) the Assets.

C. Price

The price shall be equal to the price posted as the "Index" for Canadian Gas, "Dawn, Ontario" as published in Inside FERC's Gas Market Report for the month of delivery, plus imputed variable costs to transport Gas from Dawn to the Delivery Point(s).

D. Asset Management Fee

Subject to the delivery obligations set forth above, Seller shall have the right to optimize the assigned capacity for its own account. In exchange for such right, during the Term, Seller shall make a payment to Buyer of \$_____ per Month. This payment shall be reflected as a credit to Buyer in Seller's invoice for the applicable Month.

E. Credit Provisions

Independent Amount. In the event Seller (i) has a Credit Rating at or below BBB- from S&P and/or Baa3 from Moody's, or (ii) is unrated, Seller shall provide Buyer with an Independent Amount in the form of either (a) a guaranty from a Credit Support Provider rated at least BBB by S&P and/or Baa2 by Moody's, (b) cash, or (c) a Letter of Credit, in either case, in an amount equal to 10% of the potential mark to market exposure for the transactions hereunder calculated as a function of price volatilities as well as the notional volume; provided however, that the potential mark to market exposure shall be zero (0) when Seller's price is set a the Gas Daily Index.

Collateral Requirement. The "Collateral Requirement" for Seller means the Exposure (as defined below), minus the sum of (i) the amount of cash previously transferred by Seller to Buyer, (ii) the amount of cash held by Buyer as posted collateral as the result of drawing under any Letter of Credit maintained by Seller for the benefit of Buyer, and (iii) the undrawn value of each such Letter of Credit; provided, however that the Collateral Requirement for Seller will be deemed to be zero (0) if (i) Seller has a Credit Rating of at least BBB from S&P and/or Baa2 from Moody's, and (ii) no Event of Default with respect to Seller has occurred an is continuing. Seller may provide the Collateral Requirement in the form of either (a) a guaranty from a Credit Support Provider rated at least BBB by S&P and/or Baa2 by Moody's, (b) cash, or (c) a Letter of Credit. The "collateral Requirement" for Buyer means zero (0).

"Exposure" shall be calculated as the sum of:

- (i) all amounts that have been invoiced, (but not yet paid for the transactions under this Transaction Confirmation; plus
- (ii) all amounts that have been accrued, but not yet invoiced for the transactions under this Transaction Confirmation; plus
- (iii) the mark to market amount for each Day remaining in the term for each transaction under this Transaction

(iv) Confirmation; reduced by the Independent Amount, if any, previously provided by the Seller to the Buyer.

F. Changes in Law

If the FERC or other applicable regulatory body shall implement any change in law, rule, regulation, tariff or practice that is binding on Seller or Buyer and materially and adversely affects such party's ability to perform its obligations hereunder, the parties shall negotiate in good faith an amendment to this Agreement or take other appropriate action the effect of which is to restore each party, as closely as possible, to its same position as prior to such change. If, within sixty (60) days after the implementation of such change, the parties are unable to agree on such amendment or such other appropriate action, each party will continue to perform its obligations hereunder to the maximum extent possible under the applicable law, rule, regulation, tariff or practice, taking all reasonable steps to mitigate the effect of such change on each other.

Seller:

Buyer: Liberty Utilities (EnergyNorth Natural Gas) Corp.

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

Liberty Utilities (EnergyNorth Natural Gas) Corp.
Request for Proposals
2016-17 Canadian Asset Management
August 15, 2016

Liberty Utilities (EnergyNorth Natural Gas) Corp. ("Buyer") is seeking proposals ("Proposals") for an Asset Management Arrangement ("AMA") as more fully set forth below. The successful candidate ("Seller") shall have the right to optimize the Assets subject to satisfying Buyer's daily gas supply requirements.

Generally Applicable Provisions

Term: November 1, 2016 through October 31, 2017

Release of Assets: The Assets to be assigned are set forth below. The Assets shall be assigned by Buyer to Seller for the entire Term at no cost. Buyer shall remain responsible for payment of all demand charges related to the Assets. Seller shall be responsible for all variable costs in connection with the Assets during the Term. Buyer and Seller each agree to take such actions and execute such documents as may be required to effectuate the assignment of the Assets from Buyer to Seller. All Assets shall be subject to recall in the event that the Seller fails to meet Buyer's daily gas supply requirements.

Released Assets: During the Term, Buyer shall assign firm transportation capacity to Seller capacity on the following pipelines:

- Union Gas Limited ("Union Gas")
- TransCanada Pipelines Limited ("TransCanada")

Please see table below for contract details.

Pipeline	Quantity Dt/day	Quantity Gj/day	Receipt Point	Delivery Point
Union	Up to 4,092	Up to 4,317	Dawn	Parkway
TransCanada	Up to 4,047	Up to 4,270	Parkway	Waddington

Gas Supply Requirements: Seller shall deliver firm baseload supply of up to 4,047 Dth to the Delivery Point of Buyer each day during the period from November 1, 2016 through and including March 31, 2017. Monthly Quantity may fluctuate due to Buyer's Retail Choice Customer Program. Buyer will provide Seller with firm Baseload Quantity five days prior to start of each month.

Delivery Point: The interconnection between the facilities of TransCanada Gas Pipeline and Iroquois Gas Transmission System at Waddington, NY.

Price: The Price shall be equal to the price posted as the "Index" for Canadian Gas, "Dawn, Ontario" as published in Inside FERC's Gas Market Report for the month of delivery, plus imputed variable costs to transport Gas from Dawn to the Delivery Point.

Asset Management Fee: Subject to satisfying the daily gas supply requirements, Seller shall have the right to utilize and optimize the Assets for its own account. In exchange for such right, Seller shall pay Buyer an Asset Management Fee.

Form of Agreement:

Any transaction entered into as a result of this Proposal shall be documented as a transaction under an active NAESB Agreement or ISDA Gas Annex. Included with this Proposal is the form of Transaction Confirmation (Attachment 1) Buyer proposes for execution.

Instructions to Sellers:

Sellers wishing to respond to this Proposal must do so by **5:00 PM EST on Thursday, August 25, 2015**. Please submit your response by email to the following two individuals:

Paul Maffa
paul.maffa@libertyutilities.com
Gas Trading and Planning
Liberty Utilities
Phone: 603-216-3629

Kelly Esposito
kelly.esposito@libertyutilities.com
Gas Trading and Planning
Liberty Utilities
Phone: 603-216-3606

Schedule:

August 18, 2016	Seller questions must be submitted in writing by 5:00 PM EST
August 23, 2016	Buyer will respond to Seller questions in writing by 5:00 PM EST
August 25, 2016	Proposals must be received by Buyer by 5:00 PM EST. All Proposals shall expressly provide that they will remain binding and in effect, without modification, until 5:00 PM EST on September 1, 2016
September 1, 2016	Buyer expects to award contract to successful Seller and confirm deal in writing by 5:00 PM EST.
September 9, 2016	Target date for execution of Transaction Confirmation.

Submission of Proposals:

Proposals must be submitted by the date specified in the Schedule below. Proposals should include: (a) Seller's proposed Asset Management Fee and (b) any proposed exceptions to the form of Transaction Confirmation.

Miscellaneous:

Buyer will consider Proposals only from Sellers that are willing to execute a NAESB Base Contract for Sale and Purchase of Natural Gas or an ISDA with a Gas Annex with Buyer. Sellers submitting bids in response to this Proposal understand and agree that unless and until both a Transaction Confirmation has been executed and delivered, no contract or agreement providing for a transaction between such parties shall be deemed to exist between the parties, and neither party will be under any legal obligation of any kind whatsoever with respect to such transaction by virtue of this or any written or oral expression thereof, including, but not limited to, a letter of intent or any other preliminary agreement or any other written agreement or offer. Buyer reserves the right to withdraw or modify this Proposal at any time and Buyer shall have the right, in its sole and absolute discretion, to reject any or all responses submitted in response to this Proposal. Potential Sellers shall be subject to satisfactory credit review by Buyer.

Buyer has the right to reject any and all bids. The winning Seller, if any, will be selected based on the proposal that yields the overall least cost, consistent with concerns for reliability of service and other business factors applied by Buyer in its sole discretion.

Attachment 1

**Exhibit A
AMA Transaction Confirmation
Liberty Utilities (EnergyNorth Natural Gas) Corp.**

TRANSACTION CONFIRMATION

Date: _____
Transaction Confirmation #: _____

This Transaction Confirmation is subject to the Base Contract between Seller and Buyer, dated _____. This Transaction Confirmation will not become binding until executed by both parties.

SELLER:

Attn: _____
Phone: _____
Fax: _____
Base Contract No. _____
Transporters: _____
Transporters Contract Number: _____
Trader: _____

BUYER:

Liberty Utilities (EnergyNorth Natural Gas) Corp.
Attn: Contract Administration
Phone: _____
Fax: _____
Base Contract No. _____
Transporters: Union Gas Limited, TransCanada Pipelines Limited
Transporters Contract Number: _____
Trader: _____

Contract Price: See Special Conditions Section C Below

Term: Begin: November 1, 2016 **End:** October 31, 2017

Performance Obligation and Contract Quantity: See Special Conditions Below

Delivery Point(s): The Delivery Point shall be the interconnection between the facilities of TransCanada Pipeline and Iroquois Gas Transmission System at Waddington, NY.

Special Conditions:

A. Definitions

"Assets" means the Agreements set forth on Exhibit A.

"Credit Support Provider" means _____.

"Dekatherm" or "Dth" or "dt" means one (1) MMBtu.

"FERC" means the Federal Energy Regulatory Commission.

"Letter of Credit" means an irrevocable, non-transferable, standby letter of credit issued by a major U.S. commercial bank, a U.S. branch office of a foreign bank, or U.S. financial institution, in any case with a credit rating of at least "A-" by S&P and "A3" by Moody's, in a form reasonably acceptable to the Buyer. All costs related to any Letter of Credit shall be for the account of the Seller.

"Moody's" means Moody's Investors Service, Inc. or its successor.

"S&P" means Standard & Poor's Financial Services LLC or its successor.

B. Gas Supply and Capacity Release

1. **Assignment of Assets:** During the Term, Buyer will assign the Assets to Seller. Buyer shall be responsible for the payment of all demand charges related to the Assets. Notwithstanding the foregoing, in the case of TransCanada Pipelines Limited ("TransCanada") Assets, Seller shall initially pay the demand charges to TransCanada and Buyer will reimburse Seller for such charges.
2. **Firm Base-load Supplies:** Each Day during the period from November 1, 2016 through and including March 31, 2017, Seller shall deliver and sell, and Buyer shall receive and purchase, Firm Base-load supplies of up to 4,047 dt/day. Such quantity may be modified during the Term to account for changes in fuel retention percentages related to the Assets, and due to Buyer's Retail Choice Customer Program.
3. **Termination Option:** If at any time during the Term, Seller fails to deliver Gas required to be delivered hereunder, unless such failure is excused by the Buyer's non-performance or caused by Force Majeure, Buyer shall have the right to terminate this Transaction Confirmation and recall (or revoke assignment of) the Assets.

C. Price

The price shall be equal to the price posted as the "Index" for Canadian Gas, "Dawn, Ontario" as published in Inside FERC's Gas Market Report for the month of delivery, plus imputed variable costs to transport Gas from Dawn to the Delivery Point(s).

D. Asset Management Fee

Subject to the delivery obligations set forth above, Seller shall have the right to optimize the assigned capacity for its own account. In exchange for such right, during the Term, Seller shall make a payment to Buyer of \$_____ per Month. This payment shall be reflected as a credit to Buyer in Seller's invoice for the applicable Month.

E. Credit Provisions

Independent Amount. In the event Seller (i) has a Credit Rating at or below BBB- from S&P and/or Baa3 from Moody's, or (ii) is unrated, Seller shall provide Buyer with an Independent Amount in the form of either (a) a guaranty from a Credit Support Provider rated at least BBB by S&P and/or Baa2 by Moody's, (b) cash, or (c) a Letter of Credit, in either case, in an amount equal to 10% of the potential mark to market exposure for the transactions hereunder calculated as a function of price volatilities as well as the notional volume; provided however, that the potential mark to market exposure shall be zero (0) when Seller's price is set at the Gas Daily Index.

Collateral Requirement. The "Collateral Requirement" for Seller means the Exposure (as defined below), minus the sum of (i) the amount of cash previously transferred by Seller to Buyer, (ii) the amount of cash held by Buyer as posted collateral as the result of drawing under any Letter of Credit maintained by Seller for the benefit of Buyer, and (iii) the undrawn value of each such Letter of Credit; provided, however that the Collateral Requirement for Seller will be deemed to be zero (0) if (i) Seller has a Credit Rating of at least BBB from S&P and/or Baa2 from Moody's, and (ii) no Event of Default with respect to Seller has occurred and is continuing. Seller may provide the Collateral Requirement in the form of either (a) a guaranty from a Credit Support Provider rated at least BBB by S&P and/or Baa2 by Moody's, (b) cash, or (c) a Letter of Credit. The "collateral Requirement" for Buyer means zero (0).

"Exposure" shall be calculated as the sum of:

- (i) all amounts that have been invoiced, but not yet paid for the transactions under this Transaction Confirmation; plus
- (ii) all amounts that have been accrued, but not yet invoiced for the transactions under this Transaction Confirmation; plus
- (iii) the mark to market amount for each Day remaining in the term for each transaction under this Transaction

(iv) Confirmation; reduced by;
the Independent Amount, if any, previously provided by the Seller to the Buyer.

F. Changes in Law

If the FERC or other applicable regulatory body shall implement any change in law, rule, regulation, tariff or practice that is binding on Seller or Buyer and materially and adversely affects such party's ability to perform its obligations hereunder, the parties shall negotiate in good faith an amendment to this Agreement or take other appropriate action the effect of which is to restore each party, as closely as possible, to its same position as prior to such change. If, within sixty (60) days after the implementation of such change, the parties are unable to agree on such amendment or such other appropriate action, each party will continue to perform its obligations hereunder to the maximum extent possible under the applicable law, rule, regulation, tariff or practice, taking all reasonable steps to mitigate the effect of such change on each other.

Seller:

Buyer: Liberty Utilities (EnergyNorth Natural Gas) Corp.

By: _____
Name:
Title:
Date:

By: _____
Name:
Title:
Date:

Liberty Utilities (EnergyNorth Natural Gas) Corp.
Request for Proposals
2015-2016 Citygate Winter Call Option
August 10, 2015

The purpose of this Request for Proposal ("Proposal") is to solicit, evaluate and select, through a competitive selection process, Seller(s) to provide a physical natural gas call option for delivery to Liberty Utilities (EnergyNorth Natural Gas) Corp. located in Tennessee Gas Pipeline Zone 6.

Six Month Winter Daily Call Option

Term: November 1, 2015 through April 30, 2016

Delivery Point: Delivered to Buyer at the following Tennessee Zone 6 delivery points

#420426 – Laconia
#420133 – Manchester
#420132 – Nashua

Release of Asset: Buyer to release Tennessee Firm Zone 6 to 6 transportation capacity (Primary Receipt point of Dracut #412538) each month matching the volume listed under Quantity (Quantity may fluctuate due to Buyer's Retail Choice Customer Program). Buyer will provide Seller with "Up to" Quantity five days prior to start of each month. The Asset shall be released by Buyer during the Term at no cost to Seller. Buyer shall remain responsible for payment of all demand charges related to the Asset. Seller shall be responsible for all variable costs in connection with the Asset during the Term. Buyer and Seller each agree to take such actions and execute such documents as may be required to effectuate the release of the Asset from Buyer to Seller. The parties intend that any transaction entered into pursuant to this Proposal shall be structured as an AMA pursuant to FERC Order 712 and all other applicable rules and/or regulations. All releases shall be subject to recall in the event that the Seller fails to meet its Gas Supply Requirements obligation to Buyer. Seller is under no obligation to use Asset for deliveries to Buyer's citygate

Quantity: Buyer shall have the right to call on gas any day during the Term. Seller shall be obligated to sell and deliver to Buyer, at the chosen Delivery Point, the quantity of gas supply requested by Buyer in accordance with the Quantity listed below. Buyer shall make nominations to Seller for delivery of gas via telephone or by electronic means before 9:00 a.m. prevailing Eastern Time on the business day prior to the gas flow date. Friday nominations shall be for Saturday through Monday (ratably). Holidays are as determined by ICE and shall be treated the same as weekends (i.e., nominated ratably on the business day prior to the Holiday).

November 2015 = Up to 30,000 MMBtu/day
December 2015 = Up to 20,000 MMBtu/day
January 2016 = Up to 20,000 MMBtu/day
February 2016 = Up to 20,000 MMBtu/day
March 2016 = Up to 30,000 MMBtu/day
April 2016 = Up to 20,000 MMBtu/day

Price: To be proposed by Seller – Based on the Gas Daily Midpoint Price per MMBtu for the applicable flow day as reported in Platts Gas Daily

Instructions to Sellers:

Sellers wishing to respond to this Proposal must do so by 5:00 PM EST on Monday, August 24, 2015. Please submit your response by email to:

Paul Maffa
paul.maffa@libertyutilities.com
Gas Trading and Planning
Liberty Utilities
Phone: 603-216-3629

Kelly Esposito
kelly.esposito@libertyutilities.com
Gas Trading and Planning
Liberty Utilities
Phone: 603-216-3606

Please contact either of the above individuals with any questions on this Proposal.

Miscellaneous:

Buyer will consider Proposals only from Sellers that are willing to execute a NAESB Base Contract for Sale and Purchase of Natural Gas or an ISDA with a Gas Annex with Buyer. Sellers submitting bids in response to this Proposal understand and agree that unless and until both a Transaction Confirmation has been executed and delivered, no contract or agreement providing for a transaction between such parties shall be deemed to exist between the parties, and neither party will be under any legal obligation of any kind whatsoever with respect to such transaction by virtue of this or any written or oral expression thereof, including, but not limited to, a letter of intent or any other preliminary agreement or any other written agreement or offer. Buyer reserves the right to withdraw or modify this Proposal at any time and Buyer shall have the right, in its sole and absolute discretion, to reject any or all responses submitted in response to this Proposal. Potential Sellers shall be subject to satisfactory credit review by Buyer.

Buyer has the right to reject any and all bids. The winning Seller, if any, will be selected based on the proposal that yields the overall least cost, consistent with concerns for reliability of service and other business factors applied by Buyer in its sole discretion.

Liberty Utilities (EnergyNorth Natural Gas) Corp.
Request for Proposals
2016-2017 Citygate Winter Call Option
August 15, 2016

The purpose of this Request for Proposal ("Proposal") is to solicit, evaluate and select, through a competitive selection process, Seller(s) to provide a physical natural gas call option for delivery to Liberty Utilities (EnergyNorth Natural Gas) Corp. located in Tennessee Gas Pipeline Zone 6.

Six Month Winter Daily Call Option

Term: November 1, 2016 through April 30, 2017

Delivery Point: Delivered to Buyer at the following Tennessee Zone 6 delivery points

#420426 – Laconia
#420133 – Manchester
#420132 – Nashua

Release of Asset: Buyer to release Tennessee Firm Zone 6 to 6 transportation capacity (Primary Receipt point of Dracut #412538) each month matching the volume listed under Quantity (Quantity may fluctuate due to Buyer's Retail Choice Customer Program). Buyer will provide Seller with "Up to" Quantity five days prior to start of each month. The Asset shall be released by Buyer during the Term at no cost to Seller. Buyer shall remain responsible for payment of all demand charges related to the Asset. Seller shall be responsible for all variable costs in connection with the Asset during the Term. Buyer and Seller each agree to take such actions and execute such documents as may be required to effectuate the release of the Asset from Buyer to Seller. The parties intend that any transaction entered into pursuant to this Proposal shall be structured as an AMA pursuant to FERC Order 712 and all other applicable rules and/or regulations. All releases shall be subject to recall in the event that the Seller fails to meet its Gas Supply Requirements obligation to Buyer. Seller is under no obligation to use Asset for deliveries to Buyer's citygate

Quantity: Buyer shall have the right to call on gas any day during the Term. Seller shall be obligated to sell and deliver to Buyer, at the chosen Delivery Point, the quantity of gas supply requested by Buyer in accordance with the Quantity listed below. Buyer shall make nominations to Seller for delivery of gas via telephone or by electronic means before 10:00 a.m. prevailing Eastern Time on the business day prior to the gas flow date. Friday nominations shall be for Saturday through Monday. Holidays are as determined by ICE and shall be treated the same as weekends (i.e., nominated ratably on the business day prior to the Holiday).

November 2016 = Up to 30,000 MMBtu/day
December 2016 = Up to 20,000 MMBtu/day
January 2017 = Up to 20,000 MMBtu/day
February 2017 = Up to 20,000 MMBtu/day
March 2017 = Up to 30,000 MMBtu/day
April 2017 = Up to 20,000 MMBtu/day

Price: To be proposed by Seller – Based on the Gas Daily Midpoint Price per MMBtu for the applicable flow day as reported in Platts Gas Daily

Instructions to Sellers:

Sellers wishing to respond to this Proposal must do so by **5:00 PM EST on Thursday, August 25, 2016**. Please submit your response by email to:

Paul Maffa
paul.maffa@libertyutilities.com
Gas Trading and Planning
Liberty Utilities
Phone: 603-216-3629

Kelly Esposito
kelly.esposito@libertyutilities.com
Gas Trading and Planning
Liberty Utilities
Phone: 603-216-3606

Please contact either of the above individuals with any questions on this Proposal.

Miscellaneous:

Buyer will consider Proposals only from Sellers that are willing to execute a NAESB Base Contract for Sale and Purchase of Natural Gas or an ISDA with a Gas Annex with Buyer. Sellers submitting bids in response to this Proposal understand and agree that unless and until both a Transaction Confirmation has been executed and delivered, no contract or agreement providing for a transaction between such parties shall be deemed to exist between the parties, and neither party will be under any legal obligation of any kind whatsoever with respect to such transaction by virtue of this or any written or oral expression thereof, including, but not limited to, a letter of intent or any other preliminary agreement or any other written agreement or offer. Buyer reserves the right to withdraw or modify this Proposal at any time and Buyer shall have the right, in its sole and absolute discretion, to reject any or all responses submitted in response to this Proposal. Potential Sellers shall be subject to satisfactory credit review by Buyer.

Buyer has the right to reject any and all bids. The winning Seller, if any, will be selected based on the proposal that yields the overall least cost, consistent with concerns for reliability of service and other business factors applied by Buyer in its sole discretion.

Liberty Utilities (EnergyNorth Natural Gas) Corp.
Liberty Utilities (New England Gas Company) Corp.
Request for Proposals
2015-2016 Winter LNG Supply
August 6, 2015

The purpose of this Request for Proposal ("Proposal") is to solicit, evaluate and select, through a competitive selection process, Seller(s) to provide Firm Liquid Service to Liberty Utilities (EnergyNorth Natural Gas) Corp. and Liberty Utilities (New England Gas Company) Corp. ("Buyer") for the upcoming 2015-2016 Winter Heating Season.

Package #1
Liberty Utilities (EnergyNorth Natural Gas) Corp.

- Term:** November 1, 2015 through March 31, 2016
- Delivery Point:** Delivered to Buyer at the LNG terminal of Seller or delivered to Buyer's facilities in New Hampshire (Manchester, Concord and Tilton)
- Quantity:** Buyer shall have the right to purchase up to 5,000 MMBtu (five (5) truckloads) per day not to exceed a total Quantity of 250,000 MMBtu during the Term.
- Price:** To be proposed by Seller

Package #2
Liberty Utilities (New England Gas Company) Corp.

- Term:** January 1, 2016 through March 31, 2016
- Delivery Point:** Delivered to Buyer at the LNG terminal of Seller or delivered to Buyer's facility in Fall River, Massachusetts
- Quantity:** Buyer shall have the right to purchase up to 2,000 MMBtu (two (2) truckloads) per day not to exceed a total Quantity of 40,000 MMBtu during the Term.
- Price:** To be proposed by Seller

Sellers wishing to respond to this Proposal must do so by **5:00 PM EST on Friday, August 14, 2015**. Please submit your response by email to the following:

Paul Maffa
paul.maffa@libertyutilities.com

Kelly Esposito
kellv.esposito@libertyutilities.com

Buyer has the right to reject any and all bids. The winning Seller, if any, will be selected based on the offer that yields the overall least cost, consistent with concerns for reliability of service and other business factors applied by Buyer in its sole discretion.

Liberty Utilities (EnergyNorth Natural Gas) Corp.
Liberty Utilities (New England Natural Gas) Corp.
Request for Proposals
2016-2017 Winter LNG Supply
September 1, 2016

The purpose of this Request for Proposal ("Proposal") is to solicit, evaluate and select, through a competitive selection process, Seller(s) to provide Firm Liquid Service to Liberty Utilities (EnergyNorth Natural Gas) Corp. and Liberty Utilities (New England Natural Gas) Corp. ("Buyer") for the upcoming 2016-2017 Winter Heating Season.

Package #1

Liberty Utilities (EnergyNorth Natural Gas) Corp.

Term: November 1, 2016 through March 31, 2017

Delivery Point: Delivered to Buyer at the LNG terminal of Seller or delivered to Buyer's facilities in New Hampshire (Manchester, Concord and Tilton)

Quantity: Buyer shall have the right to purchase up to 6,000 MMBtu (six (6) truckloads) per day not to exceed a total Quantity of 250,000 MMBtu during the Term.

Price: To be proposed by Seller

Package #2

Liberty Utilities (New England Natural Gas) Corp.

Term: November 1, 2016 through March 31, 2017

Delivery Point: Delivered to Buyer at the LNG terminal of Seller or delivered to Buyer's facility in Fall River, Massachusetts

Quantity: Buyer shall have the right to purchase up to 3,000 MMBtu (three (3) truckloads) per day not to exceed a total Quantity of 50,000 MMBtu during the Term.

Price: To be proposed by Seller

Sellers wishing to respond to this Proposal must do so by 5:00 PM EST on Thursday, September 8, 2016. Please submit your response by email to the following:

Kelly Esposito
O: 603-216-3606 | C: 603-401-8439
kelly.esposito@libertyutilities.com

Paul Maffa
O: 603-216-3629
paul.maffa@libertyutilities.com

Buyer has the right to reject any and all bids. The winning Seller, if any, will be selected based on the offer that yields the overall least cost, consistent with concerns for reliability of service and other business factors applied by Buyer in its sole discretion.

REQUEST FOR PROPOSAL
Liberty Utilities (EnergyNorth Natural Gas) Corp.
August 11, 2015

Liberty Utilities (EnergyNorth Natural Gas) Corp. ("EnergyNorth") is seeking Proposals for a firm LNG Trucking Service of up to five (5) loads per day delivered from:

1. The Distrigas of Massachusetts ("Distrigas") Everett, MA Terminal
2. The Ludlow, MA LNG Facility of Columbia Gas of Massachusetts
3. The Easton, MA LNG Facility of Columbia Gas of Massachusetts
4. The Hopkinton, MA LNG Facility of NSTAR

to its LNG facilities as described in more detail below.

All bids for trucking service shall be quoted in both cents/cwt and cents/dth based on a conversion factor of 23,700 BTU/lb and shall list the loaded route mileage from facilities listed above. Other charges, including Detention, Layover and Saturday/Sunday and Holiday premiums, should be listed separately and any conditions should be described in detail.

All bids shall include the Company's USDOT Number.

The winning bidder shall fully indemnify, defend and hold harmless EnergyNorth, its parents and affiliates, and respective officers, directors, employees, shareholders and agents from and against any claim, demand, lawsuit, fine, penalty, cause of action or losses arising out of or in any way connected to the trucking services provided pursuant to this proposal.

The winning bidder shall provide and maintain, at its own expense, insurance policies covering all operations and work performed under this trucking service. The winning bidder will list EnergyNorth as an additional insured on its liability policy.

The winning bidder shall not be obligated to deliver more than five (5) loads per day in aggregate among the three facilities during any given day. Such day is defined to be the 24-hour period commencing at 10:00 A.M. Eastern Clock Time. EnergyNorth will provide at least 20 hours' notice prior to commencement of any requested trucking deliveries.

Additional terms and conditions are as follows:

INITIAL TERM: November 1, 2015 – October 31, 2016

LEVEL OF SERVICE: Firm

MAX. # OF LOADS/DAY:

Concord, NH:	5
Manchester, NH:	5
Tilton, NH:	5

Please contact Paul Maffa at 603-216-3629 should you have any questions relating to this Proposal. Bids are due by email no later than 5:00 P.M. on Friday, August 21, 2015. Please email bids to:

Paul Maffa
Liberty Utilities
15 Buttrick Road
Londonderry, NH 03053
Phone: 603-216-3629
Paul.Maffa@libertyutilities.com

REQUEST FOR PROPOSAL
Liberty Utilities (EnergyNorth Natural Gas) Corp.
September 16, 2016

Liberty Utilities (EnergyNorth Natural Gas) Corp. ("EnergyNorth") is seeking Proposals for a firm LNG Trucking Service of up to six (6) loads per day delivered from:

1. The Distrigas of Massachusetts ("Distrigas") Everett, MA Terminal
2. The Ludlow, MA LNG Facility of Columbia Gas of Massachusetts
3. The Easton, MA LNG Facility of Columbia Gas of Massachusetts
4. The Hopkinton, MA LNG Facility of Eversource Energy

to its LNG facilities as described in more detail below.

All bids for trucking service shall be quoted in both cents/cwt and cents/dth based on a conversion factor of 23,700 BTU/lb and shall list the loaded route mileage from facilities listed above. Other charges, including Detention, Layover and Saturday/Sunday and Holiday premiums, should be listed separately and any conditions should be described in detail.

All bids shall include the Company's USDOT Number.

The winning bidder shall fully indemnify, defend and hold harmless EnergyNorth, its parents and affiliates, and respective officers, directors, employees, shareholders and agents from and against any claim, demand, lawsuit, fine, penalty, cause of action or losses arising out of or in any way connected to the trucking services provided pursuant to this proposal.

The winning bidder shall provide and maintain, at its own expense, insurance policies covering all operations and work performed under this trucking service. The winning bidder will list EnergyNorth as an additional insured on its liability policy.

The winning bidder shall not be obligated to deliver more than six (6) loads per day in aggregate among the three facilities during any given day. Such day is defined to be the 24-hour period commencing at 10:00 A.M. Eastern Clock Time. EnergyNorth will provide at least 20 hours' notice prior to commencement of any requested trucking deliveries.

The winning bidder shall recognize that EnergyNorth has the right to reject any and all bids because the Company may select an LNG service provider that includes an LNG trucking service.

Additional terms and conditions are as follows:

INITIAL TERM: November 1, 2016 – October 31, 2017

LEVEL OF SERVICE: Firm

MAX. # OF LOADS/DAY:

Concord, NH:	6
Manchester, NH:	6
Tilton, NH:	6

Please contact Marty DeBruin at 603-216-3533 should you have any questions relating to this Proposal. Bids are due by email no later than 5:00 P.M. on Friday, September 30, 2016. Please email bids to:

Marty DeBruin
Liberty Utilities
15 Buttrick Road
Londonderry, NH 03053
Phone: 603-216-3533
Martin.DeBruin@libertyutilities.com

REQUEST FOR PROPOSAL
Liberty Utilities (EnergyNorth Natural Gas) Corp.
September 16, 2016

Liberty Utilities (EnergyNorth Natural Gas) Corp. ("EnergyNorth") is seeking Proposals for a firm Propane Trucking Service between the following facilities

1. Amherst, NH
2. Nashua, NH
3. Manchester, NH
4. Tilton, NH
5. Keene, NH

Please list the loaded route mileage for the facilities listed above. Other charges, including Detention, Layover and Saturday/Sunday and Holiday premiums, should be listed separately and any conditions should be described in detail.

The winning bidder shall fully indemnify, defend and hold harmless EnergyNorth, its parents and affiliates, and respective officers, directors, employees, shareholders and agents from and against any claim, demand, lawsuit, fine, penalty, cause of action or losses arising out of or in any way connected to the trucking services provided pursuant to this proposal.

The winning bidder shall provide and maintain, at its own expense, insurance policies covering all operations and work performed under this trucking service. The winning bidder will list EnergyNorth as an additional insured on its liability policy.

The winning bidder shall not be obligated to deliver more than five (5) loads per day in aggregate among the three facilities during any given day. Such day is defined to be the 24-hour period commencing at 10:00 A.M. Eastern Clock Time.

TERM: November 1, 2016 – October 31, 2017

MAX. # OF LOADS/DAY:	Amherst, NH:	5
	Nashua, NH	5
	Manchester, NH:	5
	Tilton, NH:	5
	Keene, NH	2

Please contact Marty DeBruin at 603-216-3533 should you have any questions relating to this Proposal. Bids are due by email no later than 5:00 P.M. on Friday, September 30, 2016. Please email bids to:

Marty DeBruin
Liberty Utilities
15 Buttrick Road
Londonderry, NH 03053
Phone: 603-216-3533
Martin.DeBruin@libertyutilities.com

REQUEST FOR PROPOSAL
Liberty Utilities (EnergyNorth Natural Gas) Corp.
September 2, 2015

Liberty Utilities (EnergyNorth Natural Gas) Corp. ("EnergyNorth") is seeking Proposals for a firm Propane Trucking Service between the following facilities

1. Amherst, NH
2. Nashua, NH
3. Manchester, NH
4. Tilton, NH
5. Keene, NH

Please list the loaded route mileage for the facilities listed above. Other charges, including Detention, Layover and Saturday/Sunday and Holiday premiums, should be listed separately and any conditions should be described in detail.

The winning bidder shall fully indemnify, defend and hold harmless EnergyNorth, its parents and affiliates, and respective officers, directors, employees, shareholders and agents from and against any claim, demand, lawsuit, fine, penalty, cause of action or losses arising out of or in any way connected to the trucking services provided pursuant to this proposal.

The winning bidder shall provide and maintain, at its own expense, insurance policies covering all operations and work performed under this trucking service. The winning bidder will list EnergyNorth as an additional insured on its liability policy.

The winning bidder shall not be obligated to deliver more than five (5) loads per day in aggregate among the three facilities during any given day. Such day is defined to be the 24-hour period commencing at 10:00 A.M. Eastern Clock Time.

TERM: November 1, 2015 – October 31, 2016

MAX. # OF LOADS/DAY:	Concord, NH:	5
	Manchester, NH:	5
	Tilton, NH:	5
	Keene, NH:	2

Please contact Paul Maffa at 603-216-3629 should you have any questions relating to this Proposal. Bids are due by email no later than 5:00 P.M. on Wednesday, September 9, 2015. Please email bids to:

Paul Maffa
Liberty Utilities
15 Buttrick Road
Londonderry, NH 03053
Phone: 603-216-3629
Paul.Maffa@libertyutilities.com