STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION

Docket No. DG 20-105

LIBERTY UTLITIES (ENERGYNORTH NATURAL GAS) CORP. d/b/a LIBERTY

Petition for Permanent Rates

Motion for Rehearing

Pursuant to RSA 541:3, Liberty Utilities (EnergyNorth Natural Gas) Corp. d/b/a Liberty ("Liberty" or the "Company") submits this motion for rehearing of Order No. 26,536 (Oct. 29, 2021) (the "Order"), in which the Public Utilities Commission (the "Commission") denied Liberty's request to recover costs it incurred to assess the cost and viability of the Granite Bridge Project as an alternative to its gas-resource constraints. In the Order, the Commission found that RSA 378:30-a bars recovery of the Granite Bridge project costs as a matter of statutory interpretation, denying Liberty's request for recovery exclusively on that basis.

As demonstrated in this motion, the Order is unlawful in denying recovery of the Granite Bridge Project costs on the stated legal grounds. There is "good reason" for granting this motion because there are matters that the Commission "overlooked or mistakenly conceived" in reaching the Order's outcome. Among other reasons justifying rehearing, the Order misconstrues RSA 378:30-a in determining that the subject costs were "associated with construction work," which is a conclusion that directly contradicts findings of applicable case law rendered by the New Hampshire Supreme Court (the "Court"). Because the Commission's decision rests exclusively on a narrow statutory interpretation, the Order also disregards the underlying evidentiary record, which establishes that the Granite Bridge costs were not associated with construction work, but rather were prudent and necessary costs incurred to protect the interests of the Company's customers.

In support of this motion, Liberty states as follows:

I. Standard of Review

1. RSA 541:3 allows for rehearing of a Commission order, as follows:

> Within 30 days after any order or decision has been made by the commission, any party to the action or proceeding before the commission, or any person directly affected thereby, may apply for a rehearing in respect to any matter determined in the action or proceeding, or covered or included in the order, specifying in the motion all grounds for rehearing, and the commission may grant such rehearing if in its opinion good reason for the rehearing is stated in the motion.

2. The standard governing the Commission's review of a motion for rehearing pursuant to RSA 541:3 is well established. "The Commission may grant rehearing or reconsideration for 'good reason' if the moving party shows that an order is unlawful or unreasonable." Liberty Utilities (EnergyNorth Natural Gas) Corp., Order No. 26,521 at 3 (Sept. 22, 2021) (*citing* RSA 541:3; RSA 541:4; Rural Telephone Companies, Order No. 25,291 (Nov. 21, 2011); Public Service Company of New Hampshire d/b/a Eversource Energy, Order No. 25,970 at 4-5 (Dec. 7, 2016)). "A successful motion must establish 'good reason' by showing that there are matters that the Commission 'overlooked or mistakenly conceived in the original decision,' Dumais v. State, 118 N.H. 309, 311 (1978) (quotation and citations omitted), or by presenting new evidence that was 'unavailable prior to the issuance of the underlying decision,' Hollis Telephone Inc., Order No. 25,088 at 14 (April 2, 2010)." Id. "A successful motion for rehearing must do more than merely restate prior arguments and ask for a different outcome." Id. at 3-4.

3. RSA 541:4 states that a motion for rehearing "shall set forth fully every ground upon which it is claimed that the decision or order complained of is unlawful or unreasonable." Moreover, a motion for rehearing is a prerequisite to appeal. "No appeal from any order or decision of the commission shall be taken unless the appellant shall have made application for rehearing as herein provided, and when such application shall have been made, no ground not set forth therein shall be urged, relied on, or given any consideration by the court, unless the court for good cause shown shall allow the appellant to specify additional grounds." Id.

II. Background

4. As a public utility, Liberty is obligated to procure appropriate capacity and supply resources to meet the needs of its customers. Since at least 2013, the Company has identified a capacity shortfall necessitating new resources to meet its obligation to provide reliable service on its design day (i.e., the coldest day in its forecast). Unfortunately, however, there were no existing alternatives to meet this need because the Company's system relies on a single feed from Tennessee Gas Pipeline Company, LLC ("TGP") for the delivery of gas supply to its service territory in southern and central New Hampshire (Exh. 14, at Bates 009), and, as of 2013 and continuing through 2019, there was no capacity available on the TGP Concord Lateral (id. at Bates 018). This meant that any additional capacity options were limited to a TGP-sponsored construction project to increase the capacity of its Concord Lateral, or a project that could increase capacity outside of an upgrade of the Concord Lateral (id. at Bates 013). As early as 2013, the Company began

analyzing various options to meet this identified capacity need (Exh. 16, at Bates 009).

5. The Granite Bridge Project costs were incurred between 2016 to 2019, following TGP's May 2016 cancellation of the NED project, which eliminated a Commission approved[1] capacity solution for the Company (Exh. 14, at Bates 009, citing TGP Notice of Withdrawal in FERC Docket No. CP15-21-000). That cancellation left the Company with no choice but to initiate due diligence in relation to the only two capacity alternatives that did exist at the time, which were to: (1) procure a new contract with TGP for TGP to construct new facilities to upgrade the existing TGP Concord Lateral; or (2) explore the feasibility of a Company-sponsored supply and capacity project, which ultimately became the Granite Bridge Project (id.).[2] The underlying record is crystal clear that the Company investigated the only two viable capacity options at that time. Liberty incurred the Granite Bridge Project costs beginning in 2016 to survey, study, and investigate the feasibility of Granite Bridge as the least-cost alternative as compared to a new TGP contract. Over this timeframe, the TGP alternative was a resoundingly more expensive alternative, and remained the more costly and less viable option throughout the time Liberty

[1] *See* Order No. 25,822 (Oct. 2, 2015).

[2] The Company's assessment focused on a project comprised of the Granite Bridge pipeline (to provide additional capacity and a second feed to the EnergyNorth service territory), and the Granite Bridge liquefied natural gas ("LNG") facility (the primary source of supply for the Granite Bridge Project) (Exh. 14, at Bates 010).

assessed the feasibility of what became the Granite Bridge alternative and progressed through the associated regulatory process.[3]

6. As late as May 2019, the Granite Bridge Project was again demonstrated to be substantially less expensive than the TGP contract alternative (Exh. 14 at Bates 020). In October 2019, right after Liberty announced that it had completed the 70 percent design evaluation of the Granite Bridge Pipeline and would be issuing a request for proposals based on that design to further refine its capital cost estimate, TGP for the first time offered significantly lower pricing for incremental capacity on the Concord Lateral (Exh. 14, at Bates 022-023). Liberty immediately suspended further assessment (and cost incurrence) of the Granite Bridge Project and, through continued negotiations with TGP, executed a new agreement on July 14, 2020, for 40,000 Dth per day of capacity on the Concord Lateral (id. at Bates 028-029).[4] The record is clear that the TGP revised option only became available after Liberty had fully evaluated and pursued the Granite Bridge Project.

7. Construction of the Granite Bridge Project would have required a siting permit from the New Hampshire Site Evaluation Committee.[5] The Company did not make an application for a siting permit, nor were any pre-construction or construction

[3] Liberty requested Commission approval of the Granite Bridge Project as the least-cost option to meet its identified need in Docket No. DG 17-198, and the docket process resulted in continued analysis and refinement of the Company's cost estimates, which continued to show it as the least-cost resource as compared to a new contract with TGP. Through the course of that proceeding, the Company engaged in further feasibility analysis through the regulatory process (Exh. 14, at Bates 019).

[4] The Commission approved the contract in Order No. 26,511 (Nov. 12, 2021).

[5] *See* RSA 162-H:5, I ("No person shall commence to construct any energy facility within the state unless it has obtained a certificate pursuant to this chapter").

activities commenced for the Granite Bridge Project. The Granite Bridge Project costs are limited to costs that were necessary to fulfill the Company's obligation to survey, study, and determine the feasibility of a least-cost alternative to meet deliverability obligations to customers. The project did not progress beyond a conceptual stage and Liberty did not initiate any building or construction of physical plant. Instead, the Company incurred the costs to meet the public-service obligation that the Company has to assure the safe and reliable delivery of gas supply to customers. In no uncertain terms, Liberty did exactly what a responsible and prudent utility should do when faced with limited capacity options, i.e., the Company evaluated all potential options to determine the feasibility and cost of project alternatives to resolve the capacity shortfall. This is in the direct interest of customers and, had the lower-cost TGP capacity not materialized, there would have been no other option to serve customer needs other than the Granite Bridge Project.

III. Legal Analysis.

8. The Order finds that the Company's request for recovery of Granite Bridge Project costs is barred by RSA 378:30-a, which is the so-called "anti-CWIP" statute. RSA 378:30-a states as follows:

> Public utility rates or charges shall not in any manner be based on the cost of construction work in progress. *At no time shall any rates or charges be based upon any costs associated with construction work if said construction work is not completed*. All costs of construction work in progress, including, but not limited to, any costs associated with constructing, owning, maintaining or financing construction work in progress, shall not be included in a utility's rate base nor be allowed as an expense for rate making purposes until, and not before, said construction project is actually providing service to consumers.

(Emphasis added.)

9. The Commission's determination that cost recovery is barred by RSA 378:30-a, as a matter of law, rests exclusively on an interpretation of RSA 378:30-a, but even more precisely on *only the second sentence* of RSA 378:30-a, which states that: "At no time shall any rates or charges be based upon any costs associated with construction work if said construction work is not completed."

10. With respect to its interpretation of the second sentence of RSA 378:30-a, the Commission's fundamental premise is that "the feasibility studies that Liberty undertook for the Granite Bridge project are unambiguously 'costs associated with construction.'" Order at 5. From this, the Commission concludes that: (a) because the feasibility study costs were "associated with construction work;" and (ii) because that construction work was never "completed" (meaning "built or put into use"), Liberty's recovery of those costs is barred by operation of law under RSA 378:30-a. Order at 5-6.

11. Although the Order takes note of "numerous" arguments advanced by the parties, the Commission summarily pronounces that these arguments "do nothing to disturb this conclusion." Order at 6. For example, the Commission refuses to ascribe any meaning to the term "construction work in progress," stating that this term is "nowhere to be found in the *second sentence* of RSA 378:30-a," which is the sentence containing the phrasing "associated with construction work" and "if said construction work is not completed," on which the Order rests. Id. (emphasis added). The arguments noted in the Order are dismissed on the basis of the

Commission's isolated interpretation of the *second sentence* of RSA 378:30-a, which the Commission asserts does not include the term "construction work in progress." Therefore, the Commission finds that focus on the term "construction work in progress" is "misplaced" and there is "no benefit" to inquiring into the technical accounting definition of the term "construction work in progress," because the term is not used in the second sentence.[6]

12. The Order is unlawful and unreasonable in denying recovery of the Granite Bridge Project costs and there is "good reason" for granting this motion because the Commission's decision rests solely on an isolated interpretation of the second sentence of RSA 378:30-a, which contradicts the statutory interpretation delineated by the Court in Appeal of Public Service Company of New Hampshire, 125 N.H. 46, at 52, 480 A.2d. 20 (1984) ("PSNH"). As a result, there are matters that the Commission "overlooked or mistakenly conceived in the original decision" and there are multiple grounds supporting this request for rehearing.[7] Tellingly, there is no analysis in the Order that applies the holding of the Court in the PSNH case to the facts in this case.

13. First, the Commission mistakenly conceived the Order's foundational premise, which is that "[t]he feasibility studies that Liberty undertook for the Granite Bridge project are ***unambiguously*** costs 'associated with construction,'" as that term is

[6] Order at 6-8. The Commission also asserts that: (1) policy arguments in favor of cost recovery are not persuasive and barred by the text of the statute; and (2) the Commission's earlier decision in *Northern Utilities* does not compel a contrary conclusion. However, these determinations lack any element of adequacy given that the Order rests on the legal premise that RSA 378:30-a bars recovery.

[7] Liberty Utilities (EnergyNorth Natural Gas) Corp., Order No. 26,521 at 3 (Sept. 22, 2021).

used in RSA 378:30-a. The Commission states that it "can identify no other plausible purpose for undertaking these studies and the other actions it took that resulted in the costs at issue except *in preparation* for a construction project," Order at 5, but the Commission does not address (1) the plain meaning of the statute; (2) the PSNH precedent construing the plain language; or (3) the record evidence regarding the purpose of the costs, in rendering this declaration. Consequently, this foundational premise is arbitrary, baseless and wrong as a matter of law.

14. The second sentence of RSA 378:30-a provides that: "At no time shall any rates or charges be based upon any costs associated with ***construction work if said construction work*** is not completed." The Commission's fundamental premise is that "the feasibility studies that Liberty undertook for the Granite Bridge project are unambiguously costs "associated with construction." However, this premise does not quote the statute correctly. The statute's second sentence uses the specific term "construction work" not the more general term "construction."

15. The Commission's explanation that there is "no other plausible purpose" for the actions that resulted in the costs except "in *preparation* for a construction project" fails to account for the actual plain language of the second sentence of RSA 378:30-a referring specifically to costs that are associated with "construction work." The Commission has not established in the Order that the costs were, in fact, in "preparation for a construction project," as opposed to costs incurred to evaluate and assess the cost and viability of one or more project alternatives, which was the case. Further, the statutory use of the specific term "construction *work*" (twice) in

the same sentence does not reasonably support the Commission's finding that RSA 378:30-a "unambiguously" precludes the recovery of costs for a preliminary assessment as to whether a "construction *project*" should be undertaken *at all*. No "construction work" was undertaken by the Company and none was permitted under New Hampshire law. Thus, there are no "costs associated with construction work" and the lack of any Commission explanation as to how the feasibility studies and other activities "unambiguously" constitute "construction work" renders the Commission's foundational premise arbitrary and baseless.

16. Moreover, any attempt by the Commission to make such a finding would run contrary to the statutory interpretation already provided by the Court in the PSNH case. Notably, the Court's decision in PSNH focused on the meaning of the second sentence of RSA 378:30-a, with the Court finding that the second sentence "appears on its face to have the broadest scope both in time and in subject matter." PSNH at 52 (stating "[o]ur examination will focus on the second sentence").

17. With respect to the second sentence, the Court noted that parties were "urging us to simply recognize the language of the second sentence in a straightforward way as prohibiting the recovery of the investment in Pilgrim 2 through rates charged to customers." Id. However, the Court's finding was more nuanced in that the Court found that the "second sentence forbids basing rates on uncompleted 'construction work,' not on 'construction work in progress'" and, because the utility "cited no authority indicating the 'construction work' is either synonymous with 'construction work in progress' or a term of art in its own right," the Court itself construed the term "construction work." Specifically, the Court stated that,

"[t]aking it rather, in its ***common sense referring to a physical structure***, it carries no suggestion that it refers to uncompleted construction work *only before*, but not after, abandonment." [8] PSNH at 54. The Court found that: "Construction work on an abandoned plant ***is*** construction work that is 'not completed,'" and further, "the investment in such an uncompleted and abandoned plant is a cost 'associated' with its uncompleted construction work." Thus, the Court concluded that "the statute simply forbids recovery of ***such*** investment through rates." PSNH at 54-55 (emphasis added).

18. Accordingly, it is significant that: (1) the Court has already specifically construed the terminology used in the second sentence of RSA 378:30-a; (2) the Court's interpretation is that the term "construction work" is taken in its "common sense referring to a physical structure;" (3) construction work on abandoned plant is construction work that ***is*** "not completed;" and (4) the investment in "***such*** uncompleted and abandoned plant" is a "cost associated with uncompleted construction work." None of these meanings or circumstances apply to the costs incurred by the Company to complete feasibility studies and other preliminary activities assessing the viability of the Granite Bridge project as a reasonably available resource to meet its public-service obligation. Thus, the Commission's failure to address the directly applicable findings of the Court in the PSNH case,

[8] PSNH took the position that the statute deals only with the treatment of CWIP, and that the statute's use of the term "construction work in progress" assumes the technical accounting definition of the phrase as the "total of the balances of work orders for electric plant in process of construction." The Court reject this interpretation stating that this would mean that the statute regulates only the *timing of recovery*, forbidding recovery during the "period of the process of construction," but freeing the commission to allow recovery when that process is over (even if the process ends with abandonment). The Court rejected this interpretation as "untenable." PSNH at 53.

specifically construing the second sentence of RSA 378:30-a, is a critical omission constituting legal error.

19. Moreover, if addressed, the Court's decision ***would not*** substantiate the Commission's foundational premise that the cost of feasibility studies and other activities undertaken by the Company to assess the viability of the Granite Bridge project prior to the commencement of construction of a "physical structure" and prior to any permitting application to commence construction of a physical structure were "unambiguously" costs "associated with construction."

20. In Footnote 3 of the Order, the Commission asserts that "the parties all agree that under *Appeal of Pub. Serv. Co. of N.H. 125 N.H. 46 (1984)*, costs associated with ***construction projects*** that begin but are abandoned prior to completion may not be recovered under RSA 378:30-a" (Order at 4, fn.3, emphasis added.) This statement is misleading and not completely correct. No citations are provided for this assertion. The transcript reflects two questions along this line that were posed to the parties, neither of which used the term "construction project." These two questions were: (1) "[w]hat is the definition … of "construction work" referenced in the second sentence of the statute?" (Tr. 6/8/21, PM Session Only, at 161, 178); and (2) "If this were to be determined to be construction or construction work in progress, what other basis does the PUC have to allow for recovery in light of the anti-CWIP statute?" (Id. at 183). In both cases, the Company responded that there has to be a "physical aspect" and "physical construction" to stay in alignment with the Court's decision in PSNH. As a result, there is no agreement reflected in the record that "construction *projects*" that begin but are abandoned prior to completion

may not be recovered under RSA 378:30-a. The Commission asked about "construction work" and "construction work in progress," which are the terms used in the statute. There was no consensus or discussion on the definition of a "construction project."

21. Even without the Court's interpretation, the Commission's Order overlooks any analysis of the plain language of the statute. For example, the word "construction" is defined as "the process, art, or manner of constructing something."[9] To "construct" is "to make or form by combining or arranging parts or elements."[10] With respect to Granite Bridge, the Company's work never progressed to the point of construction or pre-construction activities. Under these plain meaning definitions, the Company's feasibility assessments of the Granite Bridge Project did not serve to "construct" the project or even to "prepare" to construct the project. Therefore, these costs are not "unambiguously" barred for recovery by RSA 378:30-a, as claimed by the Commission.

22. The Commission's decision also neglects to address the record evidence that would explain the "plausible purpose" of the feasibility studies and other activities. and that would indicate that a decision as to project viability had to be made before any "construction work" including the permitting necessary to authorize "construction work" in the first instance could occur. For example, the record shows that most of the Granite Bridge Project costs ($7,092,154) were booked to Account 183, which is entitled "Preliminary Survey and Investigation Charges." (Exh. 9 at Bates

[9] https://www.merriam-webster.com/dictionary/construction

[10] https://www.merriam-webster.com/dictionary/constructing

004). Costs booked to this account are not associated with "construction work." That fundamental flaw in the reasoning underlying the Order is problematic because New Hampshire utilities are required to explore and develop supply and delivery options on a daily basis and the theory that the cost of any viability, feasibility, or design analysis that does not result in completed utility plant is precluded for recovery would not only violate the plain language of the statute but would severely constrain utility planning and engineering efforts, ultimately having a detrimental effect on customers.

23. The Commission's Order lacks ***any*** analysis of the plain language of RSA 378:30-a, notwithstanding that Commission found that the statutory language bars recovery. The Court has held that, "[i]n addressing the issues of statutory interpretation, we follow familiar principles. In seeking the intent of the legislature, we will consider the language and the structure of the statute." PSNH at 52; see State v. Flynn, 123 N.H. 457, 462, 464 A.2d 268, 271 (1983). The Court "will follow common and approved usage except where it is apparent that a technical term is used in a technical sense." PSNH, 125 N.H. at 52, *citing* RSA 21:2.

24. In PSNH, the Court construed the precise language of RSA 378:30-a. RSA 378:30-a precludes recovery of costs associated with "construction work" that is not completed, as discussed above. The statute is specific to "construction work." It does not preclude recovery of costs a utility may incur to plan for and assess the viability of projects and resources needed to meet the public service obligation.

25. The Commission also "overlooked or mistakenly conceived" in the Order that there is "no benefit to inquiring into the technical accounting definition of the term

'construction work in progress.'" Order at 7. As framed by the Court, the question of law presented to the Court was: "Does RSA 378:30-a, as a matter of law, prohibit the Public Utilities Commission from allowing public utilities to recover, through rates, amounts such utilities *have invested in plant construction projects that have been abandoned."* PSNH at 48 (emphasis added). In that appeal, PSNH took the position that the statute deals only with the treatment of CWIP, and that the statute's use of the term "construction work in progress" assumes the technical accounting definition of the phrase as the "total of the balances of work orders for electric plant in process of construction." The Court rejected this interpretation stating that this would mean that the statute regulates only the *timing of recovery*, forbidding recovery during the "period of the process of construction," but freeing the commission to allow recovery when that process is over (even if the process ends with abandonment). This does not mean there is "no benefit to inquiring" into the technical definition of the term "construction work in progress." To the contrary, the inquiry is necessary to evaluate the circumstances of the case and to substantiate any decision by the Commission in this proceeding regarding the "plausible purpose" of the costs.

26. For example, accounting requirements in the Commission's rules provide further support that the Granite Bridge project costs were not associated with "construction work." Puc 507.08, titled "Uniform System of Accounts," requires gas utilities to maintain accounts in conformity with the "Uniform System of Accounts Prescribed for Natural Gas Companies Subject to the Provisions of the Natural Gas Act" promulgated by the United States Federal Energy Regulatory Commission (FERC).

(Exh. 10 at Bates 001). The FERC chart of accounts describes the purpose of Account 183 as "Other preliminary survey and investigation charges." As stated previously, the large majority of the Granite Bridge Project costs were booked to Account 183, and costs booked to this account are not costs associated with "construction work."

27. The Order also warrants rehearing to the extent the Commission "overlooked or mistakenly conceived" the policy arguments in favor of cost recovery as not persuasive and barred by the text of the statute. The Granite Bridge project costs arose from a Commission-approved process the Company was earnestly conducting to find a solution for incremental peak day capacity, which, by all accounts, is needed to serve customers on the coldest days of the winter season. The costs were necessarily incurred to investigate the viability of capacity and supply resources in fulfillment of the obligations that a gas utility has for assuring adequate gas deliverability on the coldest days. The Commission has authority to grant recovery of the costs in question under its general ratemaking authority. There is no law or precedent that bars the Commission from allowing cost recovery. The statutory prohibition of the "anti-CWIP" statute does not apply to the Granite Bridge project costs.

28. The Order mistakenly concluded, without analysis, that there could be "no other plausible purpose for undertaking these studies and the other actions it took that resulted in the costs at issue except in preparation for a construction project," Order at 5, because, taken to its logical conclusion, virtually any action undertaken by a gas or electric utility in advance of construction to assess project alternatives, could

be considered construction work in progress and excluded from recovery if a project does not go forward. The Order would set a policy that would discourage gas and electric utilities from investigating and evaluating various resource options to address the needs of customers "at the lowest reasonable cost." RSA 378:37. The anti-CWIP statute is not written nor intended to prevent the recovery of costs that are necessary, prudent, and reasonable in determining options to service customers reliably. In this case, assessing the feasibility of the Granite Bridge Project as the least-cost solution to meet the long-term capacity and supply requirements of customers was an important – and fruitful -- endeavor for customers.

29. The Company has an undisputed need for capacity and an obligation to customers to do everything it reasonably can to meet that need and at least cost consistent with RSA 378:38. The Company is obligated to work diligently to address any resource shortfall so that the needs of customers are met unfailingly on the coldest days. The Granite Bridge Project costs were incurred to meet this obligation.

30. Lastly, the Commission "overlooked or mistakenly conceived" in the Order that "the Commission's earlier decision in Northern Utilities does not compel a contrary conclusion." Order at 7. The Order attempts to distinguish the Northern Utilities order[11] based on speculation, not facts. The Northern Utilities order provides an example of the Commission allowing recovery of costs related to efforts to achieve a lower cost option for customers. In Docket No. DG 99-050, the Commission approved recovery of contract exit fees incurred by Northern Utilities to abandon a

[11] Order No. 23,362, at 3 (Dec. 7, 1999).

precedent agreement with Granite State Gas Transmission, Inc. ("Granite State") in order to pursue a more favorable peak supply contract with Distrigas of Massachusetts ("DOMAC") that became available after Northern Utilities signed the precedent agreement. See Order No. 23,362, at 3 (Dec. 7, 1999). In support of its determination that early termination of the agreement with Granite State was in the best interests of customers, Northern Utilities provided a cost analysis that demonstrated a net savings for customers arising from the DOMAC contract. Id. at 6.

31. Liberty undertook an analysis that is virtually identical to that presented in Docket DG 99-050 by Northern Utilities, and pursuant to which customers will realize substantial savings from terminating the Granite Bridge Project in favor of entering contracts with TGP (Exh. 14, at Bates 037). The only difference between the Company's request in this proceeding and customer payment of the Exit Fee in Docket DG 99-050 would be how the costs are *labelled*, i.e., "Exit Fee" instead of "Survey and Feasibility Costs."

IV. Conclusion

32. By this motion, the Company has demonstrated good reason for the Commission to grant rehearing of its decision to deny recovery of the Granite Bridge Project costs. The Order is based on an incorrect interpretation of the statutory language and does not address substantial record evidence that the costs were not "associated with construction." For these reasons, the Company respectfully requests rehearing of the Order to allow recovery of the Granite Bridge Project costs.

WHEREFORE, Liberty respectfully requests that the Commission:

A. Grant this motion for rehearing;

B. Allow recovery of the Granite Bridge Project costs; and

C. Grant such further relief as is just and equitable.

Respectfully submitted,
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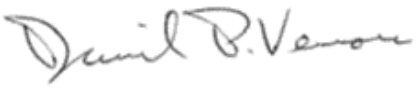

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Date: November 24, 2021

Certificate of Service

I hereby certify that today, November 24, 2021, a copy of this Motion has been electronically forwarded to the service list.

_____
Michael J. Sheehan