

**STATE OF NEW HAMPSHIRE
BEFORE THE
PUBLIC UTILITIES COMMISSION**

Docket No. DG 21-127

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

Approval of a Special Contract with Granite Ridge Energy, LLC

SUPPLEMENTAL DIRECT TESTIMONY

OF

DEBORAH M. GILBERTSON

August 27, 2021



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1 **I. INTRODUCTION**

2 **Q. Please state your name, title, and business address.**

3 A. My name is Deborah M. Gilbertson. My title is Senior Manager, Energy Procurement. My
4 business address is 15 Buttrick Road, Londonderry, New Hampshire.

5 **Q. On whose behalf are you submitting this Supplemental Direct Testimony?**

6 A. This Supplemental Direct Testimony is submitted before the New Hampshire Public
7 Utilities Commission (the "Commission") on behalf of Liberty Utilities (EnergyNorth
8 Natural Gas) Corp., d/b/a Liberty.

9 **Q. Please summarize your educational and professional background.**

10 A. I graduated from Bentley College in Waltham, Massachusetts, in 1996 with a Bachelor of
11 Science in Management. In 1997, I was hired by Texas Ohio Gas where I was employed
12 as a Transportation Analyst. In 1999, I joined Reliant Energy as an Operations Analyst.
13 From 2000 to 2003, I was employed by Smart Energy as a Senior Energy Analyst. I joined
14 Keyspan Energy Trading Services in 2004 as a Senior Resource Management Analyst
15 following which I was employed by National Grid from 2008 through 2011 as a Lead
16 Analyst in the Project Management Office. In 2011, I was hired by Liberty Utilities Service
17 Corp. as a Natural Gas Scheduler and was promoted to Manager of Retail Choice in 2012.
18 In October 2016, I was promoted to Senior Manager of Energy Procurement. In this
19 capacity, I provide gas procurement services to Liberty.

1 **II. PURPOSE AND OVERVIEW**

2 **Q. What is the purpose of your Supplemental Direct Testimony?**

3 A. The purpose of this Supplemental Direct Testimony is to: (1) file with the Commission an
4 amendment to the Gas Transportation Agreement that is the subject of the Company's
5 request for approval in this docket (the "2021 GTA"); and (2) provide the Commission
6 with a copy of an amendment to the initial GTA between the parties (the "2000 GTA").
7 These two amendments address the parties' relationship during the period between
8 September 15, 2021, when the 2000 GTA expires, and the date of final Commission
9 approval of the 2021 GTA, if issued after that date.

10 **III. SUMMARY OF THE EXISTING GTA AND PROPOSED GTA**

11 **Q. Please summarize the existing Gas Transportation Agreement between Granite Ridge
12 and the Company.**

13 A. As described more fully in the Direct Testimony of William R. Killeen submitted with the
14 initial filing in this docket, the Company's Londonderry Lateral is a 2.7-mile pipeline that
15 connects the transmission line owned by Tennessee Gas Pipeline ("TGP"), known as the
16 Concord Lateral, with the Granite Ridge facility.

17 The 2000 GTA, signed by the parties' predecessors,¹ provided for: (1) Liberty to construct,
18 own, and operate the Londonderry Lateral; (2) Liberty to provide a firm transportation
19 service to the Granite Ridge facility over the new Londonderry Lateral; and (3) Granite

¹ The parties' current names will be used to avoid confusion.

1 Ridge to pay for that transportation service. The Commission approved the 2000 GTA in
2 Order No. 23,657 (March 22, 2001).

3 **Q. What is the status of the 2000 GTA?**

4 A. Liberty exercised its right to terminate the 2000 GTA as of September 14, 2021.

5 **Q. Please summarize the new Gas Transportation Agreement between Granite Ridge**
6 **and the Company at issue in this docket.**

7 As described more fully in the Direct Testimony of William R. Killeen, the parties signed
8 the 2021 GTA on May 13, 2021. The parties intend the 2021 GTA to replace the 2000
9 GTA when the latter expires on September 14, 2021.

10 The 2021 GTA contains the following material terms (which are more fully described in
11 the Direct Testimony of William R. Killeen):

- 12 • An initial term of September 15, 2021, to October 31, 2026, with certain renewal
13 rights;
- 14 • up to 130,000 Dth/day of firm transportation service over the Londonderry Lateral,
15 the same quantity as in the 2000 GTA;
- 16 • the right for Liberty to connect new facilities to the Londonderry Lateral, which
17 was not part of the 2000 GTA;
- 18 • the requirement that Granite Ridge relinquish its rights to be the “operator” of the
19 existing meter station on the TGP Concord Lateral in Londonderry, also new to the
20 2021 GTA; and

- 1 • a fixed annual demand charge.

2 **IV. AMENDMENTS TO THE GAS TRANSPORTATION AGREEMENTS**

3 **Q. Why did the parties negotiate amendments to both the 2000 GTA and the 2021 GTA?**

4 A. The parties recognized that the Commission will not likely issue a final order prior to
5 September 15, 2021,² which is both the effective date of the 2021 GTA and the expiration
6 date of the 2000 GTA. Therefore, the parties negotiated amendments to both contracts to
7 govern their relationship if the Commission does not approve the 2021 GTA by that date.

8 **Q. Please describe the amendment to the 2000 GTA.**

9 A. The amendment to the 2000 GTA (the “2000 GTA Amendment”), provided as Attachment
10 DMG-1, simply extends the 2000 GTA on a month-to-month basis until the Commission
11 approves the 2021 GTA:

12 If the Commencement Date of the 2021 GTA occurs after September 15,
13 2021, then the Parties agree that the term of the 2000 GTA shall continue
14 on a month-to-month basis under its existing terms until the
15 Commencement Date of the 2021 GTA.

16
17 Attachment DMG-1 at 1. As stated above, the 2000 GTA Amendment makes no other
18 changes to the 2000 GTA.

19 **Q. Please describe the amendment to the 2021 GTA.**

20 A. The amendment to the 2021 GTA (the “2021 GTA Amendment”), provided as Attachment
21 DMG-2, makes two changes to Article III of the 2021 GTA.

² Liberty made its initial filing well before the requirement of Puc 1606.02(a)(1) to “file the terms of the proposed agreement at least 30 days before its proposed effective date.”

1 First, the 2021 GTA Amendment changes the definition of “Commencement Date” in
2 Article 3.01 from “September 15, 2021,” to “the first day of the month following the date
3 on which the PUC order approving the 2021 GTA becomes final.”

4 Second, the 2021 GTA Amendment makes a corresponding change to the definition of
5 “Contract Year” in Article 3.02. The 2021 GTA as filed defines Contract Year as “the
6 period from September 15, 2021, until October 31, 2022, and thereafter each twelve-month
7 period commencing on November 1, 2022.” Attachment WRK-1 at Bates 018 (emphasis
8 added). The 2021 GTA Amendment changes the definition of Contract Year to, “the period
9 from the Commencement Date until October 31, 2022, and thereafter each twelve-month
10 period commencing on November 1, 2022.” Attachment DMG-2 at 1 (emphasis added).

11 Thus, if approved, the 2021 GTA Amendment will have the effect of making the 2021
12 GTA effective as of the date Commission approval becomes final. The 2000 GTA
13 Amendment allows the parties to continue business as usual under the 2000G GTA until
14 such approval.

15 **V. REQUESTED RELIEF**

16 **Q. What relief does the Company ask of the Commission?**

17 A. The Company respectfully asks the Commission to approve the 2021 GTA as amended by
18 the 2021 GTA Amendment.

19 **Q. Does this conclude your Supplemental Direct Testimony?**

20 A. Yes, it does.

2021 Amendment to the April 20, 2000, Gas Transportation Agreement

This Amendment to the April 20, 2000, Gas Transportation Agreement (“Amendment”) is made and entered into as of this 30th day of July, 2021, by and between Liberty Utilities (EnergyNorth Natural Gas) Corp., a New Hampshire corporation with principal offices located at 15 Buttrick Road, Londonderry, New Hampshire (“Liberty”), the successor in interest to EnergyNorth Natural Gas, Inc., and Granite Ridge Energy, LLC, a Delaware limited liability company with principal offices located at 717 Texas Ave., Suite 1000, Houston, Texas 77002, the successor in interest to AES Londonderry, LLC (“Granite Ridge”), (each of Liberty and Granite Ridge individually, a “Party”, and collectively, the “Parties”).

WHEREAS the Parties’ predecessors signed a Gas Transportation Agreement dated April 20, 2000 (the “2000 GTA”);

WHEREAS Liberty terminated the 2000 GTA effective September 15, 2021;

WHEREAS on May 13, 2021, the Parties entered a new GTA to replace the 2000 GTA (the “2021 GTA”);

WHEREAS the Commencement Date of the 2021 GTA, as amended by an amendment being executed concurrently with this Amendment, is “first day of the month following the date on which the PUC order approving the 2021 GTA becomes final;”

WHEREAS, the Commencement Date of the 2021 GTA may occur after the September 15, 2021, termination date of the 2000 GTA; and

WHEREAS, the parties wish to continue operating under the 2000 GTA on a month-to-month basis if the Commencement Date of the 2021 GTA extends past September 15, 2021;

NOW THEREFORE, the Parties agree as follows:

If the Commencement Date of the 2021 GTA occurs after September 15, 2021, then the Parties agree that the term of the 2000 GTA shall continue on a month-to-month basis under its existing terms until the Commencement Date of the 2021 GTA.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first above written.

LIBERTY UTILITIES (ENERGYNORTH
NATURAL GAS) CORP.

GRANITE RIDGE ENERGY, LLC

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By: Neil Proudman
Digitally signed by Neil Proudman
Date: 2021.08.03 08:31:29 -04'00'
Neil Proudman, President

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Seth Berend
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By: _____
Name: Seth Berend
Title: vice President

First Amendment to the May 12, 2021, Gas Transportation Agreement

This First Amendment to the May 13, 2021, Gas Transportation Agreement is made and entered into as of this 30th day of July, 2021, by and between Liberty Utilities (EnergyNorth Natural Gas) Corp., a New Hampshire corporation with principal offices located at 15 Buttrick Road, Londonderry, New Hampshire ("Liberty"), and Granite Ridge Energy, LLC, a Delaware limited liability company with principal offices located at 717 Texas Ave., Suite 1000, Houston, Texas 77002 ("Granite Ridge") (each of Liberty and Granite Ridge individually, a "Party", and collectively, the "Parties").

WHEREAS the Parties entered into a Gas Transportation Agreement dated May 13, 2021, with a Commencement Date of September 15, 2021 (the "2021 GTA");

WHEREAS the 2021 GTA is conditioned on approval by the New Hampshire Public Utilities Commission ("PUC");

WHEREAS Liberty may not receive final PUC approval of the 2021 GTA prior to its Commencement Date; and

WHEREAS the Parties have this date signed an amendment to the existing Gas Transportation Agreement to extend its term on a month-to-month basis until the PUC approves the 2021 GTA;

NOW THEREFORE, the Parties agree to replace Article III of the 2021 GTA with the following:

Article III. COMMENCEMENT DATE AND TERM

Section 3.01 Term. This Agreement shall continue in full force and effect from the first day of the month following the date on which the PUC order approving the 2021 GTA becomes final (the "Commencement Date") until October 31, 2026. Granite Ridge may elect to extend the Term until October 31, 2031, by providing written notice to Liberty on or before October 31, 2025. If Granite so elects, it will have a similar election to extend the Term until October 31, 2036, by providing written notice to Liberty on or before October 31, 2030. Thereafter, the Agreement shall continue on a year-to-year basis, unless terminated by either Party on at least twelve (12) months' prior written notice to the other Party.

Section 3.02 Contract Year. "Contract Year" shall mean the period from the Commencement Date until October 31, 2022, and thereafter each twelve-month period commencing on November 1, 2022.

Section 3.03 PUC Approval. This Agreement is conditioned on a final order from the PUC approving the Agreement as a "special contract" pursuant to NH RSA 378:18.

The Parties agree that all other terms and conditions of the 2021 GTA shall remain unchanged.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first above written.

LIBERTY UTILITIES (ENERGYNORTH NATURAL GAS) CORP.

By: Neil Proudman Digitally signed by Neil Proudman
Date: 2021.08.03 08:30:59 -04'00'
Neil Proudman, President

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GRANITE RIDGE ENERGY, LLC

By: Seth Berend DocuSigned by:
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Title: Seth Berend, Vice President