STATE OF NEW HAMPSHIRE

BEFORE THE

PUBLIC UTILITIES COMMISSION

Liberty Utilities (Granite State Electric) Corp.

Investigation of Vegetation Management Practices

Docket No. DE 24-073

Initial Brief of the Office of the Consumer Advocate

NOW COMES the Office of the Consumer Advocate ("OCA"), a party to this docket, and pursuant to the briefing schedule adopted by the Commission in its procedural order of August 28, 2024 (tab 11) submits the following brief. The preliminary legal issue to be resolved is whether Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty ("Liberty") is in contempt of the settlement agreement ("Settlement Agreement") (Exhibit 37), as approved by Commission Order No. 26,376, as well as the Commission's applicable rule, N.H. Code Admin. Rules Puc 307.10 (entitled "Tree Pruning Standards"). As approved by the Commission, the Settlement Agreement has the force and effect of law. The Commission has requested the parties to address the question of what remedies would be appropriate should Liberty be found to be in contempt.

Liberty is in contempt of the Settlement Agreement and has continuously violated Rule 307.10. Liberty has a duty under RSA 365:23 to observe and obey every requirement of a Commission Order, and to do everything necessary or proper

to secure compliance with the same by all its officers, agents, and employees. Pursuant to RSA 365:41 and :42, any public utility, including its officers and agents, which shall violate any provision of this title, or fails, omits or neglects to obey, observe, or comply with any order, direction or requirement of the Commission or the Department of Energy, shall be subject to a civil penalty.

However, despite the above and by Liberty's own admission, Liberty has reneged on its legally binding requirements under either Rule 307.10 or the Settlement Agreement — an agreement Liberty entered freely with both the Office of the Consumer Advocate and the Staff of the Commission.[1] By freely entering that Commission-approved Settlement Agreement, Liberty committed itself to a legally binding and stricter four-year trim cycle obligation than the minimum five-year criteria stated in Rule 307.10. Liberty also agreed to specific cost recovery constraints, including compensation to be recovered, even in light of the challenges it has faced since Rule 307.10's implementation. These terms apply until changed in a future rate case — no such change has occurred. But instead of reviewing and conforming its Vegetation Management Program ("VMP") to assure that the program fits into and supports its service obligation as an electric distribution utility, Liberty has allowed an increasing inventory of deferred vegetation management work to build up — approximately a year's worth of work.

In its defense, counsel for Liberty has made mystifying statements indicating that: 1) the Commission is powerless to enforce its orders (i.e., claiming that

[1] By virtue of the creation of the Department of Energy on July 1, 2021, what was in 2020 the Staff of the Commission became the Regulatory Support Division of the Department.

enforcement results in a taking), 2) if Liberty is required to meet its four-year trim cycle obligation, the Company is owed full cost recovery despite the legally binding cost recovery constraints pursuant to the Settlement Agreement, 3) the Settlement Agreement is somehow ambiguous when Liberty's own counsel and expert witnesses have otherwise conceded no ambiguity across a multitude of VMP dockets, and 4) Liberty's revenue shortfalls somehow excuse the Company from its legally binding performance obligations when there are numerous Commission orders requiring otherwise.

The Commission must reject all of Liberty's arguments as baseless. Liberty is neither being denied due process nor just compensation as required by the Fifth Amendment (as made applicable to the States by the Fourteenth Amendment) since it freely agreed to and signed the very Commission-approved settlement terms, including specifying compensation to be recovered, it now contests. Further, Liberty glosses over the fact that it has had two rate cases, Docket Nos. DE 16-383 and DE 19-064, to litigate for the outcome it now desires. Instead, despite the challenges it faced with Rule 307.10's implementation, Liberty freely committed itself to stricter and legally binding settlement terms, as incorporated in Order No. 26,376. The Commission must not now allow Liberty to escape its legally binding commitments because it apparently believes in hindsight it negotiated a poor deal that it willingly entered.

Therefore, the Commission should first issue an order holding Liberty in contempt of the Settlement Agreement, as approved by Order No. 26,376. The

Commission should then clarify that Liberty's shareholders, not its customers, are accountable for the costs resulting from Liberty's noncompliance with the Settlement Agreement and Rule 307.10. Because Liberty is in contempt, the Commission should fine Liberty $250,000 pursuant to RSA 365:41. And because Algonquin Power & Utilities Corp. ("Algonquin") owns Liberty, its CEO, Christopher Huskilson, should be fined $10,000 pursuant to RSA 365:42 as he is the agent ultimately responsible for Liberty's continued failures.

Given the unfortunate circumstances described above, the OCA states the following in support of the relief it requests in this docket:

I. Background

This proceeding arises out of an objection raised by the Office of the Consumer Advocate at a hearing on April 25, 2024 in DE 24-044 averring that Liberty has continued to renege on its legally binding obligations with respect to vegetation management — specifically, the Settlement Agreement and N.H. Code Admin. Rule 307.10. At that same hearing, the Commission invited the OCA either to raise its concerns in Liberty's present electric rate case, DE 23-039, or to pursue them via a petition to initiate a subsequent proceeding.

In response, the OCA filed its petition, dated May 10, 2024, invoking the Commission's authority under RSA 374:7 to initiate an investigation into Liberty's noncompliance with legally binding requirements regarding its VMP. The Commission accepted the OCA's filing and opened Docket No. DE 24-073.

Consistent with the Commission's Commencement of Adjudicative Proceeding and Notice of Hearing, dated June 18, 2024, the Commission held a hearing on August 27, 2024 to address whether it was the appropriate authority to undertake such an investigation, and if so, what remedy would be appropriate if it found Liberty in contempt.

At the August 27, 2024 hearing, the parties and the Commission agreed that the Commission was the appropriate authority to resolve whether Liberty was in noncompliance. Additionally, all the parties consented to the Commission converting the investigatory proceeding into a Show Cause proceeding in response to the OCA's concerns.

In a procedural order dated August 28, 2024 the Commission adopted a briefing schedule for the parties to address whether Liberty is in contempt, and if so, what are the appropriate remedies by October 22, 2024, with the option of reply briefs due by November 5, 2024.

II. Liberty is in contempt of its legally binding obligations.

While N.H. Code Admin. Rules Puc 307.10 establishes minimum criteria that an electric distribution utility must meet, including pruning trees adjacent to all distribution circuits on no more than a five-year cycle, Liberty willingly and freely committed itself to a legally binding and stricter set of criteria pursuant to the Settlement Agreement. In relevant part, the Settlement Agreement states:

> Under the VMP, the Company **shall maintain a four-year cycle** for tree trimming and vegetation management and shall continue with the filings and reporting requirements currently in place. The base rate increase agreed to in this Agreement includes an increase in the VMP spending to $2,200,000 for

> 2020, **which shall continue until changed in a future base rate case**. The Company **shall not recover any VMP expenses that exceed 10% of that amount**, or in excess of $2,420,000, **through the annual reconciliation filing, or otherwise**. The VMP spending shall be reconciled each year, with any under spending carried into the next program year or returned to customers, as determined by the Commission.

Settlement Agreement in Docket No. DE 19-064 (Exhibit 37), at 11 (emphasis added).

It is now apparent that Liberty has reneged on its legally binding obligations with respect to the Settlement Agreement and Rule 307.10. By its own testimony, Liberty has identified the miles of vegetation management required to be on a four-year (214), five-year (194), and "5+" year (165) trim cycle. Liberty's Testimony Attachments in DE 24-044 (tab 1) at Bates page 30. However, in the years following the approval of the Settlement Agreement, Liberty has not met the requisite miles once under either the Settlement Agreement's stricter four-year requirement, or the Commission's applicable Rule 307.10 five-year requirement:

- In 2021, Liberty completed 84 miles at an approximate cost of $1.87 million. Exhibit 1 in Docket No. DE 22-014 at pages 021-022.
- In 2022, Liberty completed 162 miles at an approximate cost of $3.22 million. Exhibit 1 in Docket No. DE 23-031 at pages 021-022.[2]
- In 2023, Liberty completed 146 miles at an approximate cost of $2.14 million. Exhibit 1 in Docket No. DE 24-044 at pages 021-022.

[2] Consistent with the Settlement Agreement, Liberty was not allowed to recover costs in excess of $2.42m from residential customers in DE 23-031. *See* Order No. 26,805 in Docket No. DE 23-031 at 1-2.

Further, Liberty's own counsel conceded that Liberty has not been compliant with Rule 307.10 since the requirement was put into effect. Transcript in Docket No. DE 24-073 (tab 13) at 18. And despite Liberty's noncompliance with Rule 307.10, it still willingly agreed, as stated above, to a stricter and legally binding four-year trim cycle pursuant to the Settlement Agreement in its last rate case, thereby waiving any opportunity to argue that it should be excused from meeting the above-stated criteria. Therefore, Liberty's past performance demonstrates that it has not met its legally binding four-year trim cycle obligation and has freely conceded noncompliance with Rule 307.10.

a. Liberty is undisputably obligated to meet a four-year trim cycle

The Commission must reject Liberty's argument that it is not subject to a four-year trim cycle because Liberty witnesses have repeatedly offered sworn testimony acknowledging this obligation since 2017:

> Liberty obtained approval to transition from a five-year cycle to a four-year cycle, beginning in 2017, as part of the Company's 2016 rate case, Docket No. DE 16-383. See Order No. 26,005 at 9 (Apr. 12, 2017). In the most recent rate case, Docket No. DE 19-064, the Commission approved the settlement agreement that called for Company to continue the four-year cycle. Order No. 26,376 (June 30, 2020).

Direct Testimony of Heather Green in Docket No. DE 22-014 (tab 1) at 007. Meaning, instead of litigating for an alternate set of VMP criteria, Liberty freely entered the Settlement Agreement requiring, and continuing, a four-year trim cycle.

Further, in DE 21-138, Liberty's witness, Senior Director of Electric Operations Christopher Steele, testified that Liberty is obliged to a four-year trim cycle, but Liberty has not been meeting its obligation:

> **[Counsel for Liberty]**: And is it fair to say the Company's currently on a four-year cycle, meaning it intends to trim one fourth of its lines each year?
>
> **[Liberty Witness Steele]**: No, they are not.
>
> **[Counsel for Liberty]**: But we're supposed to be.
>
> **[Liberty Witness Steele]**: We are supposed to be. That is correct.
>
> **[Counsel for Liberty]**: And that was part of the Settlement Agreement in the last rate case, was that we would continue a four-year-cycle that had started some years prior.
>
> **[Liberty Witness Steele]**: That is correct.

Transcript in Docket No. DE 21-138 (tab 17) at 16.

In contrast to the above, and to the plain terms of the Settlement Agreement, Liberty now falsely purports that the Settlement Agreement has always meant that Liberty only has to perform VMP work up to $2,420,000 and no more, even if it does not meet its legally binding four-year trim cycle obligation. Transcript in DE 24-073 (tab 13) at 22. Despite Liberty acknowledging its financial challenges to comply with Rule 307.10 (requiring a 5-year trim cycle), Liberty still willingly committed itself to a stricter and legally binding four-year trim cycle pursuant to the Settlement Agreement. Id.

However, in light of the above, Liberty's counsel directly contradicts himself by conceding that:

> We have a Settlement Agreement that does say the Company will complete a four-year cycle, and in all honesty, we should have had more language in there that said we will do our best with the dollars allowed to us under the Settlement Agreement.

Id. at 22. Meaning, Liberty freely concedes that its alternative interpretation is not supported by the unambiguous terms of the Settlement Agreement. Liberty must not be allowed to conjure ambiguity where there is none because it presumably believes in hindsight that the Company negotiated a poor deal.

Therefore, undisputably, Liberty is bound via the testimony of its witnesses and statements from its legal counsel that the utility is legally obligated to a four-year trim cycle and has not been meeting its obligation under either the Settlement Agreement or Rule 307.10.

b. Liberty does not suffer an uncompensated taking because it freely agreed to both specific compensation and cost-recovery constraints via the Settlement Agreement.

Liberty baselessly asserts that it is entitled to fully recover any cost of complying with either the Settlement Agreement or Rule 307.10 despite it freely agreeing to the Settlement Agreement terms (including specifying compensation to be received) it now contests. *See* Transcript in DE 24-073 (tab 13) at 35 (suggesting that Liberty would suffer an uncompensated taking otherwise). The Commission must reject this baseless assertion. Liberty is neither being denied due process nor just compensation as required by the Fifth Amendment to the U.S. Constitution (as made applicable to the states via the Fourteenth Amendment) because Liberty freely agreed to legally binding settlement terms that specified what compensation it could collect subject to cost recovery constraints that protect residential customers.

Were the Commission to agree with Liberty, it would be granting Liberty plenary indemnification against risks arising out of its legally binding commitments that is anathema to utility law in New Hampshire. *Appeal of Public Service Company of N.H.* 130 N.H. 748, 755 (1988). Such a decision would also send a clear signal that parties to Commission-approved settlement agreements cannot count on the Commission to enforce such agreements and assure parties of the benefits of the bargains they strike with the encouragement of the regulator. *See* Order No. 25,987 (2017) in DG 15-362 (Liberty Utilities (Energy North Natural Gas) Co., Petition for Franchise Expansion) at 10 ("We encourage parties to settle issues through negotiation and compromise because it is an opportunity for creative problem solving, allows the parties to reach a result in line with their expectations, and is often a better alternative to litigation") (citations omitted).

Moreover, Liberty's current taking argument is directly undermined by the sworn testimony of its officers. For instance, at the hearing on April 26, 2022 in DE 21-138, Chairman Goldner asked Liberty's Manager of Rates and Regulatory Affairs whether he was correct that the cost recovery constraint prevented Liberty from being able to recover any VMP expense in excess of $2,420,000. Transcript in Docket No. DE 21-138 (tab 17) at 62-63. In response and under oath, she responded by affirmatively agreeing with Chairman Goldner and offering no alternative interpretation for his consideration. *Id.*

Via a similar line of questioning from Chairman Goldner, Liberty's Senior Director of Electric Operations, Christopher Steele, testified that the company's

VMP expenditures in excess of $2,420,000 would come from Liberty's earnings and not from rates on the basis that it was the right thing to do for Liberty and its customers in light of the Settlement Agreement. *Id.* at 65-66. This was further captured by the Commission in Order No. 26,624, stating that Liberty confirmed any expenditure over the Commission-approved amount ($2,420,000) would be borne by its shareholders. Order No. 26,624 in Docket No. DE 21-138 (tab 15) at 4.

Therefore, as consistent with the cost-recovery constraints of the Settlement Agreement, Liberty has acknowledged under oath it cannot recover VMP expenditures in excess of $2,420,000 and has advocated previously that any VMP expenditures in excess of $2,420,000 should come from Liberty's shareholders — in other words, Liberty cannot and should not recover those costs from residential customers. Thus, the Commission must reject Liberty's taking argument as baseless.

c. Liberty's financial challenges do not excuse it from its legally binding obligations.

Liberty states it has been unable to meet the Settlement Agreement and Puc 307.10 requirements in light of certain circumstances while glossing over prior Commission orders that have required Liberty to figure out its revenue shortfalls through other means than simply passing rates through to its residential customers. Transcript in Docket DE 24-073 (tab 13) at 16-23 and 26-27. Specifically:

1. Order No. 26,620: Consolidated Communications

Consolidated Communications, an incumbent local exchange carrier, had a contractual obligation to pay Liberty its portion of vegetation management expenses

given that Consolidated was a joint pole owner with Liberty. However, Consolidated simultaneously had a contractual right to withdraw from this obligation, and it exercised its right of withdrawal. As Liberty already concedes, Consolidated did have this contractual right to withdraw from paying its portion of VMP expenses. Transcript in DE 24-073 (tab 13) at 20. Commission Order No. 26,620 addressed this revenue shortfall by providing that Liberty's current status as the sole regulated owner of the joint poles does not justify the shifting of all associated costs to Liberty's customers. Order No. 26,620 in Docket No. DE 22-014 (tab 12) at 7. Meaning, Liberty needed to figure out its revenue shortfall through another means than simply passing through costs to its customers. For instance, the New Hampshire Electric Cooperative responded to a similar situation by suing Consolidated and entering into a settlement agreement.

2. Order No. 26,620: ClearWay

In 2021, Liberty had a contractual relationship with ClearWay Industries, LLC ("ClearWay") in which ClearWay agreed to provide vegetation management services to Liberty, but ultimately defaulted. Order No. 26,620 in Docket No. DE 22-014 (tab 12) at 2. Liberty filed suit against ClearWay in late 2021, expecting to prevail against ClearWay's *force majeure* defense. Transcript in Docket No. DE 22-014 (tab 14) at 118. Therefore, this is a contract dispute between Liberty and ClearWay, and residential customers have no duty to pay Liberty ClearWay's non-payment of its share of vegetation management work, especially when Liberty is legally pursuing

remedies it feels entitled to from ClearWay via its suit. The OCA is unaware of the outcome of this dispute, if any.

3. Order Nos. 25,785 and 26,009: FairPoint

At the hearing dated August 27, 2024, Liberty referenced revenue shortfalls it experienced with FairPoint (former owner of the landline telephone network presently owned by Consolidated), presumably as early as 2013 and 2014, regarding payment not received for vegetation management services. Transcript in DE 24-073 (tab 13) at 20. However, Commission Order No. 25,785 in DE 15-087 stated that it was not just and reasonable to allow Liberty to add any of the FairPoint debt in its calculation of customer rates. Order No. 25,785 at 8. This decision was reaffirmed in Order No. 26,009 stating Order No. 25,785 held residential ratepayers harmless for the FairPoint debt. Order 26,009 in Docket No. DE 17-043 (tab 8) at 3.

Therefore, the Commission must reject Liberty's arguments that these revenue shortfalls excuse itself from performing pursuant to the Settlement Agreement since the Commission has already ordered Liberty to figure out its revenue shortfall in some other way than passing through rates to customers.

d. There is neither express nor implied acquiescence by the Department or the OCA that Liberty has been compliant with the terms of the Settlement Agreement.

The Commission must reject Liberty's absurd assertion that both the Department and the OCA have impliedly acquiesced that, despite all the above, Liberty is somehow compliant the Settlement Agreement. Transcript in Docket No. DE 24-073 (tab 13) at 19. Liberty can cite no authority that supports its claim of

being compliant with the Settlement Agreement and is further undermined directly by the testimony of its own officers, as addressed above. A cursory review of the parties' positions is all that is needed to disprove Liberty's baseless assertion. For example, the Department of Energy stated at hearing on August 27, 2024:

> We don't think there's any controversy or doubt in this case that the terms of the settlement that was reached in Liberty's last rate case, DE 19-064, **have not been complied with**. We laid out the number of miles that needed to be trimmed in order for Liberty to comply with its agreement and the costs that they've spent [. . .] But what is clear is that Liberty has collected the full amount from its customers that it was allowed to collect under the 19-064 settlement and has not trimmed the number of miles of trees it had agreed to."

Id. at 11 (emphasis added). A position that the Department has expressly been taking since as early as 2022. Transcript in Docket No. DE 22-014 (tab 14) at 129-130. Or the OCA stating:

> […] The concerns that the OCA has is that the Settlement Agreement from 19-064 was a commitment by Liberty, approved by the Commission, to be on a four-year trim cycle. And that Liberty's own testimony is neither compliant with that Settlement Agreement, nor Puc 307.10. So, the Office of the Consumer Advocate has lots of concerns about whether or not ratepayers are actually seeing the benefit of that commitment.

Transcript in Docket No. DE 24-044 (tab 20) at 10-11.

And while the OCA has not participated in every annual Liberty VMP docket since the Settlement Agreement was approved, the Settlement Agreements terms persist until changed in a future rate case and no such change has occurred. The OCA has also expressly clarified that it has not waived its right to enforce the Settlement Agreement by participating in Liberty's annual VMP dockets. Id. at 12 and 115.

Therefore, the Commission must reject Liberty's claim that either the Department or the OCA has conceded any ground with respect to VMP costs and hold Liberty accountable to the settlement terms it freely entered but now contests.

III. Liberty's noncompliance is likely causing customers to pay higher than necessary costs.

Liberty has already identified the cost of its noncompliance ($6,023,957 or $3,603,957 in excess of the $2,420,000 overage cap) for it to clear up its vegetation backlog and return to a four-year trim cycle pursuant to the Settlement Agreement, as evidenced by its filing in DE 24-044, "Table 3 – Summary of VMP 2023 Costs." Liberty's Testimony Attachments in Docket No. DE 24-044 (tab 1) at Bates page 30. As discussed at length in the OCA's petition, absent Commission intervention, residential customers are not receiving the benefit of the Settlement Agreement, including protecting customers from inappropriate and excessive costs. OCA's Petition in Docket No. DE 24-073 (tab 1) at 8-9.

For instance, treating vegetation management during storms is significantly more costly than during routine, planned vegetation management activity. Overtime rates and storm inefficiencies dramatically increase labor costs and since these are avoidable costs being recovered as storm-related costs, these costs should be credited to the vegetation management budget or disallowed as an avoidable expense under storm-related expenses. The OCA remains concerned about the extent to which vegetation management contributes to Liberty's outages and how that might've been mitigated with a four-year trim cycle instead of Liberty's "5+" year trim cycle.

Since Order No. 26,376 found the Settlement Agreement to be just, reasonable, and in the public interest, residential customers require the Commission to intervene to mitigate their exposure to higher than necessary rates resulting from Liberty's noncompliance. Order No. 26,376 in Docket No. DE 19-064 (tab 80) at 13.

IV. Remedies

Liberty, and its agents, have a duty to observe and obey every requirement of a Commission order pursuant to RSA 365:23 (entitled "Effect of Orders"). Specifically, RSA 365:23 states in unambiguous terms the obligations a utility incurs upon receipt of such an order:

> Thereafter it shall be the duty of every such public utility to observe and obey every requirement of such order so served upon it, and to do everything necessary or proper in order to secure compliance with and observance of the same by all the officers, agents and employees.

RSA 365:23.

Pursuant to RSA 365:41 (entitled "Penalty Against Utility"), any public utility that fails to obey a Commission order or requirement shall be subject to a civil penalty. Specifically, RSA 365:41 states:

> Any public utility which shall violate any provisions of this title, or fails, omits or neglects to obey, observe or comply with any order, direction or requirement of the commission or the department of energy, shall be subject to a civil penalty, as determined by the commission, not to exceed $250,000 or 2.5 percent of the annual gross revenue that the utility received from sales in the state, whichever is lower. Such penalties shall be applied to the benefit of the utility's ratepayers through a credit to bills, or, if the credit is of an amount determined by the commission to be insignificant on a per customer basis, to programs that benefit low income ratepayers. No portion of any fine, nor any costs associated with an administrative or court proceeding which results in a fine pursuant to this section, shall be considered by the commission in fixing any temporary, permanent, or emergency rates or charges of such utility.

RSA 365:41. Further, pursuant to RSA 365:42 (entitled: "Penalty Against Agent"), the statute requires Liberty's officers and agents to comply with Commission Orders or be subject to civil penalty. Specifically, RSA 365:42 states:

> Every officer and agent of any such public utility who shall willfully violate, or who procures, aids, or abets any violation of this title, or who willfully fails to obey, observe, and comply with any order of the commission, or procures, aids or abets any such public utility in its failure to obey, observe, and comply with any such order or provision, shall be subject to a civil penalty, as determined by the commission, not to exceed $100,000 for each violation. Such penalties shall be distributed to the benefit of the utility's ratepayers through a credit to bills, or, if the credit is of an amount determined by the commission to be insignificant on a per customer basis, to programs that benefit low income ratepayers.

RSA 365:42.

Therefore, because Liberty has reneged on its legally binding obligations with respect to the Settlement Agreement and Rule 307.10 for all the reasons stated above, the Commission should first issue an order bringing Liberty back into compliance. Second, this order should clarify that Liberty's shareholders are accountable for the costs resulting out of Liberty's noncompliance — meaning these costs are not to be recovered from residential customers. Third, pursuant to RSA 365:41, because Liberty has failed to comply with both the Commission's order approving the Settlement Agreement and applicable rule, Liberty should be fined $250,000 as required by law. Fourth, because Liberty is owned by Algonquin Power & Utilities Corp., its CEO Christopher Huskilson is ultimately responsible for Liberty's continued noncompliance and should be fined $10,000 pursuant to RSA 365:42.

V. Conclusion

Considering all the above, Liberty is in contempt of the Settlement Agreement, as approved by Order No. 26,376 in DE 19-064, and has violated the Commission's applicable rule, Rule 307.10. As evidenced by Liberty's own admission, sworn testimony, statements made by its counsel, and past performance, Liberty has failed to meet its statutory burden under RSA 365:23 to comply with the Commission's order and applicable rules. As consistent with RSA 365:41 and :42, because Liberty has continuously been non-compliant with both Rule 307.10 and the Settlement Agreement, both Liberty and Algonquin CEO Christopher Huskilson, should be subject to civil penalties of $250,000 and $10,000 respectively.

WHEREFORE, the OCA respectfully requests that this honorable Commission:

A. Hold Liberty in contempt of Order No. 26,376, which approved the Settlement Agreement in DE 19-064, and

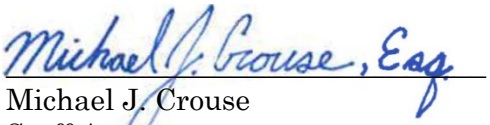
B. Issue an order clarifying that Liberty's shareholders are accountable for the costs resulting from Liberty's noncompliance, and

C. Issue a $250,000 civil penalty against Liberty pursuant to RSA 365:41, and

D. Issue a $10,000 civil penalty against Algonquin CEO Christopher Huskilson pursuant to RSA 365:42, and

E. Grant such further relief as shall be necessary and proper in the circumstances.

Dated: October 22, 2024



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CERTIFICATE OF SERVICE

I hereby certify that a copy of this pleading was provided via electronic mail to the individuals included on the Commission's service list for this docket.