

STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION

November 8, 2012 - 10:08 a.m.
Concord, New Hampshire

RE: DE 11-105
UNITIL ENERGY SYSTEMS, INC.:
*Petition for Declaratory Ruling and
Approval of Adjustment to Certain
Account Balances.*

PRESENT: Chairman Amy L. Ignatius, Presiding
Commissioner Robert R. Scott
Commissioner Michael D. Harrington

Jody Carmody, Clerk

APPEARANCES: Reptg. Unitil Energy Systems, Inc.:
Gary Epler, Esq.

Reptg. Residential Ratepayers:
Rorie E. P. Hollenberg, Esq.
Donna McFarland
Office of Consumer Advocate

Reptg. PUC Staff:
Alexander F. Speidel, Esq.
Steven E. Mullen, Asst. Dir./Electric Div.
Grant Siwinski, Electric Division

Court Reporter: Steven E. Patnaude, LCR No. 52

I N D E X

PAGE NO.

WITNESS PANEL: MARK H. COLLIN
KAREN M. ASBURY
JUSTIN C. EISFELLER
ROBERT S. FURINO

Direct examination by Mr. Epler 10
Interrogatories by Chairman Ignatius 22, 71
Interrogatories by Cmsr. Harrington 24, 42, 67, 80
Cross-examination by Ms. Hollenberg 28, 56
Cross-examination by Mr. Speidel 36, 57
Interrogatories by Cmsr. Scott 69, 79

* * *

CLOSING STATEMENTS BY: PAGE NO.
Ms. Hollenberg 81
Mr. Speidel 81
Mr. Epler 83

{DE 11-105} {11-08-12}

E X H I B I T S

EXHIBIT NO. DESCRIPTION PAGE NO.

1 Settlement Agreement (10-04-12) 7
2 Amended Petition, including 7
Amended Joint Testimony and
Schedules to the Joint Testimony
(09-30-11)

{DE 11-105} {11-08-12}

P R O C E E D I N G

CHAIRMAN IGNATIUS: I'd like to open the

hearing in Docket DE 11-105, which involves Unitil's
Petition for Approval of Adjustment to Certain Account
Balances, all growing from a billing issue at Riverwoods,
is it "Exeter"? "Exeter at Riverwoods"? I always get it
backwards. One of the two. We have noticed for hearing
today consideration of a Settlement Agreement that was
filed in this case between Unitil, the Office of Consumer
Advocate, and the Commission Staff.

So, let's begin with appearances please.

Mr. Epler.

MR. EPLER: Thank you. Good morning.
My name is Gary Epler, appearing on behalf of Unitil
Energy Systems, Inc. Thank you.

CHAIRMAN IGNATIUS: Good morning.

MS. HOLLENBERG: Good morning. Rorie
Hollenberg and Donna McFarland, here for the Office of
Consumer Advocate.

MR. SPEIDEL: Alexander Speidel,
representing Commission Staff. And, I have with me Grant
Siwinski and Steve Mullen of the Electric Division.

CHAIRMAN IGNATIUS: Good morning.
Welcome. And, I see the witnesses are already assembled,

{DE 11-105} {11-08-12}

1 which is good. Are there any matters to begin with,
 2 before we take testimony?
 3 MR. EPLER: Just to advise the
 4 Commission that we'll have two exhibits. The first is a
 5 joint exhibit, which is the Settlement Agreement that was
 6 filed on October 4th, 2012. I propose to mark that for
 7 identification purposes as "Exhibit Number 1". And, the
 8 second is the Amended Petition and Amended Joint Testimony
 9 of the Company that was filed on September 30th, 2011, and
 10 propose to mark that for identification purposes as
 11 "Exhibit Number 2".

12 CHAIRMAN IGNATIUS: So, do we not have
 13 exhibits already in the docket?

14 MS. CARMODY: No.

15 CHAIRMAN IGNATIUS: All right. I mean,
 16 certainly, we have things that have been filed in the
 17 docket and are in the official docketbook.

18 MS. CARMODY: I found nothing previously
 19 filed.

20 MR. SPEIDEL: Well, that would not be
 21 the case, so --

22 CHAIRMAN IGNATIUS: No, we've been here
 23 in the hearing room on this before, but maybe nothing has
 24 ever been marked.

{DE 11-105} {11-08-12}

1 marked as an exhibit?

2 MR. EPLER: I would have no objections
 3 to that. If I can point out to the Commission, the filing
 4 on September 30th, 2011, included a motion to amend the
 5 Petition, an Amended Petition, and amended testimony.
 6 And, I think, by going through all those papers, there is
 7 a clear road map as to what has happened. Essentially,
 8 the initial Petition was filed at a time when there was an
 9 outstanding dispute with Riverwoods. Subsequent to that,
 10 subsequent to the prehearing conference, there was a
 11 settlement with Riverwoods. And, the motion to amend the
 12 Petition, Amended Petition accounts for that, and the
 13 amended testimony picks up on that.

14 CHAIRMAN IGNATIUS: And, that
 15 September 30, 2011 packet is what you're proposing to mark
 16 as "Exhibit 2"?

17 MR. EPLER: Yes.

18 CHAIRMAN IGNATIUS: All right. I think
 19 you're -- that's fine. We don't need to go back to the
 20 initial one. It's in the record, if anybody's ever --
 21 it's in the docketbook, if anyone ever needs it. I'm okay
 22 with that.

23 (The documents, as described, were
 24 herewith marked as Exhibit 1 and

{DE 11-105} {11-08-12}

1 MR. EPLER: There was -- Chairman
 2 Ignatius, there was -- you're correct, there was a
 3 prehearing conference, and there was extended argument
 4 during that, a number of motions, and I guess cross
 5 motions at the time. But I don't believe that at that
 6 time that anything was entered into the record.

7 MR. SPEIDEL: That would be correct,
 8 counsel. As I recall, and if it would have been entered,
 9 it would have been, let's see, we have an OCA exhibit
 10 marked "OCA-1", from July 18th, 2011. Now, these are the
 11 original filing materials, not this updated filing. The
 12 updated filing, Commissioners, came in after that
 13 prehearing conference. So, this is fresh. But it would
 14 be as part of the docket file.

15 CMSR. HARRINGTON: I'm sorry, what's the
 16 date of that again?

17 CHAIRMAN IGNATIUS: There are too many
 18 at once. Good ahead.

19 MS. CARMODY: If you're looking to me
 20 for an answer, it could have been part of the docket file,
 21 but it is not an exhibit. We do not have anything marked.

22 MR. SPEIDEL: Correct. Correct.

23 CHAIRMAN IGNATIUS: All right. So, I
 24 think it sounds like, should not the original Petition be

{DE 11-105} {11-08-12}

1 Exhibit 2, respectively, for
 2 identification.)

3 CHAIRMAN IGNATIUS: All right. And, the
 4 OCA document, is that something that, Ms. Hollenberg,
 5 should be admitted? And, it may be that you're not even
 6 aware of what it is at this point.

7 MS. HOLLENBERG: I was going to say,
 8 you're catching me at a little bit of a disadvantage, only
 9 because this wasn't my case until March of this year.
 10 But --

11 CHAIRMAN IGNATIUS: How about, before
 12 we're done, take a chance to look at that. And, we can
 13 consider putting in an additional document in the record,
 14 if you think it's appropriate.

15 MS. HOLLENBERG: Okay. Okay. Thank
 16 you. I will.

17 CHAIRMAN IGNATIUS: Do we also have an
 18 outstanding motion for confidentiality? I know one was
 19 filed in March of 2011, March 11, the Company testimony.

20 MR. SPEIDEL: Yes. As I recall,
 21 Commissioners, that related to the identify of the
 22 customer in this case, Riverwoods. Which part of the
 23 reason that Staff agrees with the Company that filing the
 24 original Petition and testimony as part of this proceeding

{DE 11-105} {11-08-12}

1 as a hearing exhibit is a little unnecessary or
 2 obsolescent, is because, in the original Petition, they
 3 could not mention the name "Riverwoods". But, in this
 4 revised testimony, they are able to mention that, since
 5 they had essentially come to an understanding with the
 6 customer as of that date. So, maybe counsel for the
 7 Company could confirm as to whether that was the issue?

8 MR. EPLER: Yes, if I could expand on
 9 that. It was not just the name, it was also the usage
 10 information of the customer. My recollection is also at
 11 the prehearing conference that the customer waived
 12 confidentiality as to that. But, at the time we filed, we
 13 didn't want to reveal the name or the usage -- the usage
 14 history.

15 CHAIRMAN IGNATIUS: So, there's --

16 MR. EPLER: So, I think --

17 CHAIRMAN IGNATIUS: It really can be
 18 withdrawn?

19 MR. EPLER: Yes.

20 CHAIRMAN IGNATIUS: All right.

21 CMSR. HARRINGTON: So, this, what is
 22 confidential, is no longer confidential?

23 (Chairman Ignatius nodding in the
 24 affirmative.)

{DE 11-105} {11-08-12}

[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]¹¹

1 Lane, Hampton, New Hampshire.

2 A. (Asbury) Good morning. My name is Karen M. Asbury.
 3 I'm Director of Regulatory Services for Unitil Service
 4 Corp. My business address is 6 Liberty Lane, Hampton,
 5 New Hampshire.

6 A. (Furino) Good morning, Commissioners. My name is
 7 Robert S. Furino. I am Director of Energy Contracts
 8 for Unitil Service Corp. And, my business address is 6
 9 Liberty Lane West, Hampton, New Hampshire.

10 A. (Eisfeller) Good morning. My name is Justin Eisfeller.
 11 I'm the Director of Energy Measurement and Control.
 12 And, my business address is 324 West Road, Portsmouth,
 13 New Hampshire.

14 Q. Okay. I'll address this question to the three
 15 witnesses on the panel who prepared the prefiled joint
 16 testimony. Could you please turn to what has been
 17 premarked as "Exhibit Number 2". And, more
 18 specifically, in that packet, there is Amended Joint
 19 Testimony of Karen Asbury, Justin Eisfeller, and Robert
 20 Furino. Can you please confirm that this document was
 21 prepared by you or under your direction?

22 A. (Asbury) Yes.

23 A. (Eisfeller) Yes.

24 A. (Furino) Yes, I do.

{DE 11-105} {11-08-12}

[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]¹⁰

1 CHAIRMAN IGNATIUS: All right. Anything
 2 further, before we swear the witnesses?

3 (No verbal response)

4 CHAIRMAN IGNATIUS: Seeing nothing, then
 5 Mr. Patnaude.

6 (Whereupon *Mark H. Collin,*
 7 *Karen M. Asbury, Justin C. Eisfeller,*
 8 *and Robert S. Furino* were duly sworn by
 9 the Court Reporter.)

10 CHAIRMAN IGNATIUS: Go ahead.

11 MR. EPLER: Okay.

12 MARK H. COLLIN, SWORN

13 KAREN M. ASBURY, SWORN

14 JUSTIN C. EISFELLER, SWORN

15 ROBERT S. FURINO, SWORN

16 DIRECT EXAMINATION

17 BY MR. EPLER:

18 Q. Starting with Mr. Collin, if each of the witnesses
 19 could state your full name and your occupation please.

20 A. (Collin) Yes. Good morning, Commissioners, Chairman.
 21 My name is Mark Collin. I'm the Treasurer of Unitil
 22 Energy. I am also the Senior Vice President and Chief
 23 Financial Officer for Unitil Energy's parent company,
 24 Unitil Corporation. My business address is 6 Liberty

{DE 11-105} {11-08-12}

[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]¹²

1 Q. And, do any of you have any changes or corrections to
 2 this testimony at this time?

3 A. (Asbury) I do not.

4 A. (Furino) I do not.

5 A. (Eisfeller) I do not.

6 Q. And, do each of you adopt this testimony and the
 7 attached exhibits as your testimony in this proceeding?

8 A. (Asbury) I do.

9 A. (Furino) Yes, I do.

10 A. (Eisfeller) Yes, I do.

11 Q. Thank you. Mr. Collin, could you please provide a
 12 brief summary of the genesis of this proceeding.

13 A. (Collin) Yes. The Company had been working with the
 14 Riverwoods Company of Exeter to identify ways of
 15 reducing their energy consumption at three of their
 16 continuing care retirement facilities located in
 17 Exeter, New Hampshire. During this process, in
 18 February 2011, the Company learned that the electricity
 19 consumption at the Riverwoods -- at one of the
 20 Riverwoods' facility, one of the facilities known as
 21 "The Ridge", had been incorrectly billed since
 22 September 2004. September 2004 was the time when
 23 electric service was initially established at that
 24 facility. It was a new facility that was provided

{DE 11-105} {11-08-12}

[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]¹³

1 electric service starting in September 2004. And, at
2 that time, there was an installation of a current
3 transformer to provide service that was erroneously
4 labeled and had caused the Company to overcharge
5 Riverwoods over this period. The amount of the
6 overcharge, since September 2004 until the time the
7 Company discovered it and corrected the billing
8 problem, was \$1,801,504. And, those bills were issued
9 in a period from October 2004 through January of 2011.
10 The overcharge consisted of several different billing
11 components, including the distribution rates, the
12 Default Service energy rates, the stranded cost rates,
13 System Benefits Charges, and several other reconciling
14 rates that the Company billed over this time period.
15 All of which were a function of the amount of metered
16 kilowatt-hours at the facility.

17 Q. What did the Company do once it discovered the error?

18 A. (Collin) Once the Company discovered the billing error
19 in early 2011, the Company took immediate steps to
20 correct the problem, and to correctly begin billing the
21 customer. We also took additional steps to investigate
22 all the facilities owned by the customer, to ensure
23 that there was no other similar problems on their other
24 two facilities that they have there. They have, in
{DE 11-105} {11-08-12}

[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]¹⁵

1 Company's continued consideration of the facts and
2 circumstances of the overcharge, as well as, and
3 importantly, the Company's desire to achieve a fair and
4 equitable resolution of this issue without lengthy and
5 costly litigation, as well as to maintain a
6 relationship with an important customer to the Company.
7 We subsequently paid an additional amount to Riverwoods
8 of \$1,459,721. That brought the total refund that we
9 paid to Riverwoods to \$2,071,420, and essentially made
10 Riverwoods whole for any overcharges that occurred over
11 the entire period, with interest.

12 As a result of that final settlement and
13 payment to Riverwoods, they subsequently filed a letter
14 with the Commission stating that all claims between the
15 Company and Riverwoods had been settled, and that it
16 was withdrawing from any further administrative
17 proceedings before this Commission on this issue.

18 Q. Mr. Collin, did the Company amend its Petition and
19 provide additional supporting testimony following this
20 additional refund to Riverwoods?

21 A. (Collin) Yes. I think, as consistent with the
22 discussion of some of the preliminary matters here
23 today, in September 2011, the Company filed a motion to
24 amend its Petition, accompanied by an Amended Petition
{DE 11-105} {11-08-12}

[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]¹⁴

1 total, three facilities. And, then, we implemented new
2 processes, new controls and procedures to ensure that
3 this problem would never happen again. And, we also
4 entered procedures -- began procedures to investigate
5 all of the current transformers on the system, to
6 ensure that we did not have this problem with any other
7 customers. And, we have completed that review, and
8 determined that there are no other current transformers
9 that are causing this billing problem for the Company.
10 We initially then refunded Riverwoods
11 \$611,699 in May 2011. That represented two years of
12 billing, plus interest, that was overcharged to
13 Riverwoods. Concurrent with that payment to
14 Riverwoods, we filed the Petition and supporting
15 testimony here with the Commission seeking, among other
16 things, a ruling as to the time period to be used in
17 calculating the refund for the customer, and approval
18 to adjust rate account balances in order to correct for
19 a portion of the collection that was due to reconciling
20 overcharges on reconciling rates.

21 Q. And, could you please explain the status of the refund
22 made by the Company to Riverwoods at this time?

23 A. (Collin) Yes. Subsequent to our filing in 2011, based
24 on the procedural course of this docket, and the
{DE 11-105} {11-08-12}

[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]¹⁶

1 and supporting testimony. During the latter half of
2 2011 and through the better part of this year, and up
3 and to the filing of the Settlement -- the filing of
4 this Settlement, the Company responded to formal
5 discovery of the Staff and of the OCA, and the parties
6 participated in several technical sessions and
7 settlement discussions, which ultimately led to the
8 Settlement discussion that you have today before you.
9 Q. Okay. Mr. Collin, can you please turn to the document
10 that's been marked as "Exhibit Number 1", the
11 Settlement Agreement? And, can you please provide an
12 overview of that Agreement?

13 A. (Collin) Yes. There are essentially two major
14 components of the Settlement Agreement. And, these two
15 components are laid out in Section 2, which begins on
16 Page 3 of the Settlement Agreement. The first
17 component is an agreement on what amount of overcharges
18 are appropriately recovered through adjustments to rate
19 reconciliation mechanisms. These adjustments recognize
20 that other customers' bills, those -- not Riverwoods',
21 but our other customers, were artificially lower than
22 they would have been had the overbilling to Riverwoods
23 not occurred. That is, some of our other customers
24 actually benefited because of our overbilling to
{DE 11-105} {11-08-12}

<div data-bbox="180 21 662 52" data-label="Text"> <p>[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]¹⁷</p> </div> <div data-bbox="94 58 716 867" data-label="Text"> <p>1 Riverwoods through the way the reconciliation rate 2 mechanisms work.</p> <p>3 The second component is in Section -- 4 begins in Section 2.7, and this section is an agreement 5 on the amount of overcharges the Company would not be 6 allowed to recover. What the Company is required to 7 essentially write off or take a charge against income 8 for as a result of the billing error.</p> <p>9 Q. Could you explain these in reverse order. Please 10 describe the amount of the overcharges refunded to 11 Riverwoods.</p> <p>12 A. (Collin) Yes. Let me, you know, take the amount, 13 essentially, the second component first, and that's the 14 amount that the Company will take a charge against 15 earnings. And, that's in Section 2.7 of the Settlement 16 Agreement. So, as shown here, the first line is the 17 distribution revenue. In addition to not recovering 18 \$185,663 of distribution base revenue the Company 19 received as a result of this billing error, the 20 Settlement would result in the Company not recovering 21 several additional charges that are typically 22 reconciling in nature, including \$163,597 associated 23 with additional supply costs that were refunded to 24 Riverwoods, but are over and above what the Company's {DE 11-105} {11-08-12}</p> </div>	<div data-bbox="943 21 1425 52" data-label="Text"> <p>[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]¹⁹</p> </div> <div data-bbox="857 58 1492 867" data-label="Text"> <p>1 There's an adjustment to the Non-G1 Default Service in 2 the amount of \$1,152,493, an adjustment to the External 3 Delivery Charge in the amount of \$137,970, an 4 adjustment to the Stranded Cost Charge in the amount of 5 \$103,557. Each of these adjustments is listed in 6 Paragraphs 2.2 through 2.4 of the Settlement Agreement. 7 Due to the reconciling nature of these three rate 8 mechanisms, while the Company collected additional 9 revenues from Riverwoods through these rate mechanisms 10 as a result of the overbilling, it did not retain these 11 additional revenues for its own benefit, but rather 12 flowed them back to other customers through the 13 workings of each reconciling rate mechanism. 14 Accordingly, an adjustment to these rate reconciling 15 mechanisms is appropriate to bring them to a level they 16 would have been at but for the overcollection from 17 Riverwoods, and to permit the recovery from other 18 customers the amount they benefited from as a result of 19 this overcollection.</p> <p>20 Q. And, over what period will the amounts be recovered?</p> <p>21 A. (Collin) These, as discussed again in Section 2, these 22 amounts will be recovered over a period of about three 23 years, with interest, at the customer deposit rate.</p> <p>24 Q. Are there any other provisions in the Settlement you'd {DE 11-105} {11-08-12}</p> </div>
<div data-bbox="180 1014 662 1045" data-label="Text"> <p>[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]¹⁸</p> </div> <div data-bbox="94 1052 716 1864" data-label="Text"> <p>1 other customers would have paid for the same supply. 2 An additional \$269,916 of interest paid by the Company 3 to Riverwoods, as well as \$50,922, which is a total of 4 the rest of the items listed here, associated with 5 several other reconciling rate components.</p> <p>6 In total, under the terms of the 7 Settlement Agreement, the Company has been required to 8 write off \$670,098, or about a third of the total 9 amount of overcharges that have been refunded to 10 Riverwoods, and more than three and a half times the 11 additional base distribution revenue, or what might be 12 called the "benefit" the Company received from 13 Riverwoods over the entire seven-year billing period 14 that the error occurred.</p> <p>15 Q. Could you now please describe the second major 16 component of the Settlement, the amount of the 17 overcharges that the Company would be allowed to 18 recover through the adjustments.</p> <p>19 A. (Collin) Yes. In Sections 2.1 through 2.6, there are 20 several items discussed here relative to the recovery 21 of items that the Company would be allowed to recover 22 through reconciling rate mechanisms. Essentially, the 23 first, there are three mechanisms that the Company will 24 be able to receive recovery of -- through recovery of. {DE 11-105} {11-08-12}</p> </div>	<div data-bbox="943 1014 1425 1045" data-label="Text"> <p>[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]²⁰</p> </div> <div data-bbox="857 1052 1492 1864" data-label="Text"> <p>1 like to discuss at this time?</p> <p>2 A. (Collin) Yes. As described in Section 2.8 of the 3 Settlement, which is on Page 4, at the top of Page 4, 4 in addition to these two major components of the 5 Settlement, the Company has also agreed to pursue 6 remedies as it may have from the vendor or manufacturer 7 of the mislabeled CT equipment, or the current 8 transformer equipment. The Company will advise Staff 9 as to the status of these efforts. And, if, after six 10 months, the Company has not been successful in 11 obtaining remedies, it will not engage in further 12 purchase from the vendor or manufacturer.</p> <p>13 Q. And, Mr. Collin, based on your review of the Settlement 14 Agreement and your participation in the negotiations, 15 do you believe that the Settlement Agreement is a just 16 and reasonable resolution of this matter, and 17 appropriately balances the interest of customers and 18 the Company?</p> <p>19 A. (Collin) Yes, I do.</p> <p>20 Q. Do you have anything further to add?</p> <p>21 A. (Collin) Not at this time.</p> <p>22 Q. Okay. Mr. Eisfeller, Mr. Collin already alluded to 23 this, but I just wanted to verify with you. If you 24 could turn to the Joint Testimony, at Page 10. And, {DE 11-105} {11-08-12}</p> </div>

[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]²¹

1 there, in the middle of the page, there's a discussion
2 of the status of inspection of all the instrumented
3 installations, the CTs, and I guess what you call the
4 "PTs", "potential transformers". And, could you advise
5 the Commission the status of that review?
6 A. (Eisfeller) So, we completed our testing of all
7 installations at Unitil, including in New Hampshire and
8 Massachusetts, this year, and found no other mislabeled
9 current transformers.
10 Q. Okay. Thank you. And, is it -- is it also correct
11 that this testing procedure is now part of the
12 protocol, ongoing protocol for the Company?
13 A. (Eisfeller) That is correct.
14 Q. Okay. Thank you. Ms. Asbury, could you please provide
15 an estimate of the bill impacts of the Settlement
16 Agreement on a typical residential customer.
17 A. (Asbury) Yes. First, I've estimated the Default
18 Service rate impact for Non-G1 customers to be \$0.00060
19 per kilowatt-hour; for the External Delivery Charge,
20 which applies to all customers, I've estimated a rate
21 impact of \$0.00005 per kilowatt-hour; and, for the
22 Stranded Cost Charge, which also applies to all
23 customers, I've estimated a rate impact of \$0.00004 per
24 kilowatt-hour. Adding those all together, I get a rate
{DE 11-105} {11-08-12}

[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]²³

1 first day of the month after Commission approval, if it's
2 approved, a similar sort of provision for External
3 Delivery and Stranded Cost?
4 WITNESS ASBURY: Yes. Let me try to
5 clarify. If the Settlement was approved, let's say, in
6 the month of November, December 1st would be, you know,
7 the first day following approval. So, what we would do in
8 December is we would actually begin to charge our
9 mechanisms for Default Service, External Delivery Charge,
10 and Stranded Cost Charge, to reflect the Settlement, but
11 we do not anticipate having a rate change on December 1st.
12 So, those mechanisms would begin to get charged, but what
13 we would do is the rate would actually change on the next
14 normal rate change. And, the reason for that is simply
15 because the rate impacts are fairly small. So, we felt
16 that waiting until the next normal rate change would be
17 reasonable.
18 CHAIRMAN IGNATIUS: So, the charge would
19 be in effect, and the amounts that should be collected
20 under it would be accruing as an undercollection, but the
21 rate that the customer would see wouldn't be altered until
22 the next regularly scheduled change?
23 WITNESS ASBURY: That's correct.
24 CHAIRMAN IGNATIUS: Thank you.
{DE 11-105} {11-08-12}

[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]²²

1 impact of \$0.00069 per kilowatt-hour. For a
2 residential customer, using 600 kilowatt-hours per
3 month, that would be 41 cents on their monthly bill, or
4 just under a half a percent on a bill impact.
5 And, I would also like to note that, if
6 the Settlement is approved, these rate impacts would
7 take effect at the Company's next normal -- normally
8 scheduled rate change, which, for Default Service, for
9 the Non-G1 class, would be June 1, 2013. And, for the
10 External Delivery Charge and Stranded Cost Charge, it
11 would be August 1st, 2013.
12 MR. EPLER: Okay. Thank you. Chairman
13 Ignatius, I've completed my direct examination. The
14 witnesses are available for cross-examination.
15 CHAIRMAN IGNATIUS: Thank you.
16 Ms. Hollenberg, questions?
17 MS. HOLLENBERG: Yes, please. Thank
18 you. One moment.
19 CHAIRMAN IGNATIUS: Before you begin,
20 maybe just take another moment to look at your notes. Let
21 me just clarify one thing. Ms. McNamara [Asbury?], you
22 just said that the rates would be in effect for the next
23 scheduled rate changes for each of the components. But
24 doesn't the Settlement Agreement say that Non-G1 is the
{DE 11-105} {11-08-12}

[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]²⁴

1 CMSR. HARRINGTON: If I can follow up on
2 that? So, you would, let's say it took a few months, or
3 whatever, you would simply charge that amount and roll it
4 up, and then would it come in and be all collected in the
5 first month or would it have to be distributed over the
6 entire period?
7 WITNESS ASBURY: It would be distributed
8 over the entire period.
9 CMSR. HARRINGTON: Okay. And, just
10 while we're on this subject, you talk about the "first
11 month immediately following the Commission's approval",
12 which may or may not happen, depending on it, but you have
13 a fixed date at the end. So, I'm assuming if the approval
14 date is a little bit later, rather than earlier, if there
15 is an approval, then these numbers that you gave us would
16 be adjusted upward accordingly to account for the shorter
17 period of time or you extend out the date after
18 November 30th, 2015?
19 WITNESS ASBURY: The end dates coincide
20 with the end dates of our normally scheduled rate changes.
21 So, assuming we were still able to implement our rate
22 changes for Default Service on -- implement these changes
23 pursuant to the Settlement on June 1st, and the other
24 charges August 1st, would not impact those figures.
{DE 11-105} {11-08-12}

[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]²⁵

1 CMSR. HARRINGTON: I'm confused a little
2 bit then. If you start accruing the change, let's just
3 say January 1st, instead of December 1st, then you're
4 going to have to, if it's a fixed end date, you'll have to
5 charge more per month than you would if it started
6 December 1st, isn't that correct? You have a variable
7 starting date and a fixed end date. So, I would assume
8 that the -- the figures you gave us are based on starting
9 accruing the charges on what date?

10 WITNESS ASBURY: The figures are based
11 upon the amounts that we've agreed to pursuant to the
12 Settlement, but recovered starting -- beginning June 1st.
13 So, as long as I continue on that same path, you know, for
14 Default Service on June 1st, for the other charges on
15 August 1, those estimated bill impacts should not change.

16 The only thing that would change those
17 bill impacts would be, let's say the Settlement was
18 delayed beyond those timeframes and we actually delayed
19 implementing the rate change.

20 CMSR. HARRINGTON: Okay. I guess you've
21 completely confused me, which probably isn't too hard to
22 do, but --

23 MR. EPLER: If I --

24 CMSR. HARRINGTON: Just my question is,
{DE 11-105} {11-08-12}

[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]²⁷

1 won't change at all. And, part of that is due, there's
2 another feature of the Settlement that establishes a fixed
3 interest period relative to the collection of these costs,
4 and that we have agreed that, starting at June, June?

5 WITNESS ASBURY: Yes.

6 WITNESS COLLIN: June 1st of 2012, we
7 will begin accruing interest on these payments that were
8 made to Riverwoods. That day doesn't change. So,
9 interest is calculated from June 1st, 2012, no matter when
10 this gets accounted for. The accounting starts one month
11 after the Commission approval of the Settlement, and the
12 rate change takes place on the normal anniversary dates.
13 And, so, as long as all that schedule holds together, the
14 interest won't change, because that's locked in from
15 June 1st. The amount to be put in place during the normal
16 rate changes won't change, because, again, the interest
17 has been determined, the principal is known, and Karen has
18 calculated as if all that occurs during the normal
19 anniversary date.

20 CMSR. HARRINGTON: So, on June 1st, you
21 will adjust the rates to collect the total amount that you
22 want to collect, and that will be done between June 1st
23 and November 30th, regardless of whether you start
24 accruing it on December 1st or April 1st or May 1st,
{DE 11-105} {11-08-12}

[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]²⁶

1 in reading this, it says you're going to "begin to recover
2 over a period beginning the first day of the month
3 immediately following Commission approval", which to me
4 seems like a variable date. And, now, you're telling me
5 that you're "beginning on June 1st". So, is it the first
6 day -- it appears to be "beginning the first day of the
7 month immediately following Commission approval" or is it
8 June 1st?

9 WITNESS COLLIN: Let me try to give you
10 some clarification to it.

11 CMSR. HARRINGTON: Okay.

12 WITNESS COLLIN: Because the Company has
13 not received approval from the Commission for the recovery
14 of these costs, we are unable to account for them as a
15 recoverable cost through these mechanisms. So, once we,
16 assuming we receive approval, then we can begin accounting
17 for them through those mechanisms. We will not change the
18 rate, however, until their normal change period. So,
19 we'll begin accruing them and accounting for them the
20 first day of the month after we receive approval. That's
21 just an accounting convention. We need that approval in
22 order to do that accounting.

23 So, as long as we receive approval
24 before the normal change date, then Karen's estimates
{DE 11-105} {11-08-12}

[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]²⁸

1 whatever, is that what you're saying?

2 WITNESS COLLIN: Yes.

3 CMSR. HARRINGTON: Okay. But that's not
4 clear from reading the Settlement, but at least clear to
5 me. Thank you. That helps.

6 WITNESS COLLIN: Yes.

7 CHAIRMAN IGNATIUS: All right.
8 Ms. Hollenberg.

9 CROSS-EXAMINATION
10 BY MS. HOLLENBERG:

11 Q. And, just to be clear, this -- it isn't in the
12 Settlement Agreement, the discussion that you're
13 talking about, in terms of the way that the recovery
14 will be flowed back. We're talking about it now, we
15 talked about it before the hearing. Is that something
16 that you would agree with?
17 A. (Collin) Well, as Commissioner Harrington has pointed
18 out, it's not clear in the Settlement Agreement. I
19 think that, when we look at the best way to implement a
20 rate change relative to this recovery, --

21 Q. Uh-huh.

22 A. (Collin) -- that the most efficient and least confusing
23 way for customers and to do this is to simply begin the
24 accounting or which would be consistent with the word
{DE 11-105} {11-08-12}

[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]²⁹

1 "recovery" --
2 Q. Uh-huh.
3 A. (Collin) -- of the costs one month after the -- the
4 first day of the month after the approval, and then
5 actually do the mechanical rate change on the
6 anniversary dates of those mechanisms.
7 Q. All right. And, I understand that. And, I guess I'm
8 not trying to cast any kind of critical judgment, but
9 it is something that was just newly discussed this
10 morning, in terms of the fact that the actual
11 collection from customers was not going to begin until
12 June, is that correct?
13 A. (Collin) Yes. We came in, and I think we had a sidebar
14 with the Staff and you to try to explain this procedure
15 as being the most efficient and best for customers, in
16 terms of making rate changes, and that it doesn't
17 change the economics at all --
18 Q. Uh-huh.
19 A. (Collin) -- in any way, in terms of the transaction.
20 MS. HOLLENBERG: And, to assure you, my
21 question is not intended to say that we disagree with it.
22 I just wanted to make that clear to you and to the
23 Commission, that the reason it's not in the Agreement is
24 that it really is something that's just come up, but it's
{DE 11-105} {11-08-12}

[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]³¹

1 the customer referred there is Riverwoods, is that
2 correct?
3 A. (Collin) That's correct.
4 Q. And, that is the interest that you paid or the Company
5 paid to Riverwoods for the period of September 2004
6 through September 2010, is that correct?
7 A. (Collin) Eleven.
8 Q. Or '11, sorry.
9 A. (Collin) September 2011, yes. That's correct.
10 Q. So, in the amount, in the 2 million or so amount that
11 UES paid to Riverwoods, there was this portion \$269,916
12 that related to interest, the value of the money that
13 was overcollected from Riverwoods during that period of
14 time, correct?
15 A. (Collin) Yes.
16 Q. And, there also is the -- given the fact that 2.5 has
17 the interest collected from customers beginning in
18 June 1, 2012, there is then a difference between the
19 time that you paid the money to Riverwoods and the time
20 that you're beginning to collect interest from your
21 retail customers on the overbilling, is that correct?
22 A. (Collin) Yes. There's about a ten-month lag.
23 Q. And, would you agree that, subject to check, that
24 amount, which -- would you agree, firstly, that that
{DE 11-105} {11-08-12}

[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]³⁰

1 not really something that the OCA has a disagreement with.
2 CMSR. HARRINGTON: So, I'm not as
3 confused as I thought I was.
4 MS. HOLLENBERG: No. Never.
5 BY MS. HOLLENBERG:
6 Q. May I just clarify a couple of things. Mr. Collin, if
7 you could, I'm just going to talk about some of the
8 numbers in the Settlement Agreement. So, the total
9 amount that UES paid to Riverwoods was just over
10 \$2 million in September 2011, is that correct?
11 A. (Collin) Yes. And, we had previously made an initial
12 payment of a little over \$600,000, and then made a
13 second payment of almost 1.5 million. So, the total
14 is --
15 Q. As of September 2011 was about \$2 million?
16 A. (Collin) Yes. Correct.
17 Q. Okay. And, if you look at Page 3, in the Paragraph
18 2.5, as I think you pointed out in your direct
19 testimony, the interest that is applied to the amount
20 you're recovering from retail customers is applied
21 starting June 1st, 2012, is that correct?
22 A. (Collin) That's correct.
23 Q. And, if you look in 2.7, in the chart there, the third
24 line down, it says "Interest Paid to Customer". And,
{DE 11-105} {11-08-12}

[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]³²

1 amount is not reflected in the \$296,000 [\$269,000?]
2 that's in the chart in 2.7?
3 A. (Collin) Yes.
4 Q. Okay. And, then, would you agree, subject to check,
5 that that amount for the ten months between the
6 September 2012 through May 2000 -- I'm sorry,
7 September 2011 through May 2012 is approximately
8 \$35,000?
9 A. (Collin) Yes.
10 Q. Subject to check?
11 A. (Collin) Yes.
12 Q. Okay. And, so, in actuality, the Company is not
13 recovering from ratepayers the interest amount
14 reflected in 2.7, in addition to this other 35 or so
15 thousand dollars that relates to that time period
16 between the payment to Riverwoods and the beginning of
17 collection of interest from customers?
18 A. (Collin) Yes. The Company is foregoing any interest
19 accrual from the payment date to Riverwoods in
20 September, all the way till June.
21 Q. Okay.
22 A. (Collin) That was negotiated as part of the Settlement.
23 Q. Okay. Great. Thank you. Ms. Asbury, you were talking
24 about, in direct, about the proposal to not begin the
{DE 11-105} {11-08-12}

[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]³³

1 collections of the amount from customers until June or
2 August of 2013, depending on what charge it's recovered
3 through. And, does the -- although you're going to
4 start recording that those costs are incurred as of the
5 month after the Commission approves the recovery, is
6 that correct?

7 A. (Asbury) That's correct.

8 Q. And, is there -- do you have a sense in your mind, I
9 realize that these are very -- these are small amounts,
10 in terms of the recovery. And, which is one of the
11 reasons that Unitil is suggesting that you wait to
12 actually make the rate change until the next official
13 rate change for the Company. Is there an interest
14 amount or an amount of money that the customers are
15 going to pay? How significant is that? Do you have a
16 sense of that, for waiting to actually start -- for you
17 to start receiving the money, as opposed to booking it?

18 A. (Asbury) I don't have an exact figure.

19 Q. Yes.

20 A. (Asbury) But I would estimate that it's a pretty small
21 amount. You're talking about the difference between
22 making a rate adjustment now, --

23 Q. Uh-huh.

24 A. (Asbury) -- versus June 1st or August 1st.
{DE 11-105} {11-08-12}

[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]³⁵

1 A. (Eisfeller) yes.

2 Q. And, how often are you checking those customers' CT
3 transformers?

4 A. (Eisfeller) The minimum requirement for checking those
5 CTs is every four years.

6 Q. Uh-huh.

7 A. (Eisfeller) And, so, as part of our four-year test,
8 that is part of our normal procedures now.

9 Q. Okay.

10 A. (Eisfeller) I should state "also upon installation".

11 Q. Uh-huh. So, when you install it, you're checking to
12 make sure that it's appropriately calibrated, it
13 doesn't have the same problem that it had with the
14 Riverwoods customer?

15 A. (Eisfeller) When we install it and the customer has
16 load on those CTs. So, we cannot verify that ratio
17 unless there is load.

18 Q. Uh-huh.

19 A. (Eisfeller) So, we install it, the customer starts up,
20 within a month or so we would be out to test that on
21 load.

22 MS. HOLLENBERG: I have no other
23 questions. Thank you.

24 CHAIRMAN IGNATIUS: Thank you. Attorney
{DE 11-105} {11-08-12}

[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]³⁴

1 Q. Uh-huh. So, very minimal, you would think?

2 A. (Asbury) Yes.

3 Q. Okay. And, at this point, and I apologize if this is
4 something that you talked about in your presentation
5 earlier, how many customers have CT transformers for
6 the Company?

7 A. (Collin) Rorie, I think Justin would probably be the
8 best to answer that.

9 A. (Eisfeller) So, when we filed our testimony in May,
10 there was 791.

11 Q. Uh-huh.

12 A. (Eisfeller) And, that's an approximate number. I have
13 not looked at, you know, looked at that number since,
14 and that was in UES territory, New Hampshire territory.

15 Q. And, you know, I know, from having -- looking at the
16 history of this case, that the Company attempted on a
17 number of occasions to try and determine what was going
18 on with this particular customer before it was realized
19 that it was the CT transformer. What steps has Unitil
20 taken with its practices to -- are you checking the CT
21 transformers that are currently in the field with a way
22 that would have detected the problem with the
23 Riverwoods Company CT transformer? Are you doing those
24 kinds of screenings now?

{DE 11-105} {11-08-12}

[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]³⁶

1 Speidel.

2 MR. SPEIDEL: Thank you very much,
3 Chairman.

4 BY MR. SPEIDEL:

5 Q. I would like to direct this to the panel. And,
6 specifically, the panel of witnesses that provided the
7 testimony in Exhibit 2, but also Mr. Collin as
8 appropriate. And, within Exhibit 2, there is some
9 discussion, on Pages 13 through 17 of the testimony, of
10 how the overbilling of Riverwoods interrelated with the
11 nature of the physical infrastructure and metering
12 infrastructure, in particular, of the Unitil system,
13 and also the accounting procedures of the Unitil
14 system, to produce the, for lack of a better term,
15 undercollection of the various classes of customers
16 that are going to be paying an additional rate as part
17 of this Settlement, is that correct? Would you agree
18 that that provides a general overview of how the
19 mechanism of the error led to the need to recover from
20 those customers, is that right.

21 A. (Asbury) Yes.

22 Q. Okay. I'm just offering that for the record, just to
23 direct people to that background information, just to
24 know where it is.

{DE 11-105} {11-08-12}

[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]³⁷

1 The next question I would have would
2 relate to the Settlement in Exhibit 1. As part of 2.8,
3 there is a provision that requires Unitil to pursue
4 remedies with the vendor of the equipment, also the
5 manufacturer of the equipment. Could you provide a
6 summary of past efforts, dating from October 4th, the
7 date of this Settlement, and also future efforts that
8 the Company plans to engage in to seek such remedies?

9 MR. EPLER: Madam Chairman, since this
10 is perhaps a legal question, it may be best if I could
11 address this, if there's no objections, because it does
12 involve discussions the Company has had with its outside
13 counsel and so on. And, I would also request if we can
14 mark this part of the transcript as confidential, because
15 it does involve legal activities of the Company.

16 CHAIRMAN IGNATIUS: Well, I think it's
17 fine, unless there's any objection anyone has to Mr. Epler
18 describing some of the efforts that have been made to do
19 so. I think, any issue with that?

20 MR. SPEIDEL: I think it can be of
21 informational purposes, yes.

22 CHAIRMAN IGNATIUS: I'm sorry, say
23 that --

24 MR. SPEIDEL: It could be for
{DE 11-105} {11-08-12}

[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]³⁹

1 recommend how we pursue this matter. We have issued
2 demand letters to both the vendor and the manufacturer and
3 are pursuing those.

4 CHAIRMAN IGNATIUS: Thank you. Attorney
5 Speidel, did you want more detailed information, in which
6 case we may need to go to a confidential record?

7 MR. SPEIDEL: I think, unless my
8 colleagues from the Staff would disagree, one way that we
9 might go is to have a compliance filing filed as part of
10 this docket, just an informational summary, that would be
11 provided to Staff and OCA, under confidential treatment,
12 perhaps, in writing, just to provide a little more detail,
13 but so as to not burden the hearing. That might be
14 workable.

15 CHAIRMAN IGNATIUS: Commissioner Scott.

16 CMSR. SCOTT: While we're on the topic,
17 I was just hoping to get some clarification. So, to the
18 extent you are able to get some remedies from the
19 manufacturer, to where do those remedies go? Towards the
20 670 that the Company is not seeking reimbursement for or
21 towards the change to the rate base?

22 MR. EPLER: If we were to, whatever
23 extent we're successful, we will credit the amount to
24 customers, minus expenses and costs to the Company of
{DE 11-105} {11-08-12}

[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]³⁸
1 informational purposes or of informational use.

2 CHAIRMAN IGNATIUS: Yes. I think that's
3 fine. I think, as to confidentiality, let's do as much
4 publicly as you can, because I think that is important to
5 the public's understanding.

6 MR. EPLER: Sure.

7 CHAIRMAN IGNATIUS: If there's something
8 that begins to cross into things that really should be
9 protected, let's be clear to stop and see if we need to go
10 further.

11 MR. EPLER: Okay. I'll try to give a --

12 CHAIRMAN IGNATIUS: But why don't you,
13 right now, explain where we are --

14 MR. EPLER: -- a general overview.
15 Basically, coinciding with the time frame that the error
16 was discovered, and we were able to trace it to the -- to
17 either the manufacturer or the distributor of the product,
18 the Company retained counsel to review the matter, review
19 its options. And, actually, in the course of this,
20 retained a second outside counsel to also look into the
21 matter and to advise us as to our options. And, for
22 various reasons, we're advised that we have limited
23 options to pursue remedies. We are taking the advice of
24 counsel and are acting fully in concert with what they
{DE 11-105} {11-08-12}

[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]⁴⁰
1 pursuing the action. But, otherwise, we will credit it to
2 customers.

3 CMSR. SCOTT: Okay. Thank you.

4 (Chairman and Commissioners conferring.)

5 CHAIRMAN IGNATIUS: I think the
6 suggestion of a document filed after the hearing, in a
7 compliance filing that would come in under confidential
8 protection, with more detail on the efforts to reach a
9 resolution with the vendor and manufacturer is a good
10 idea. I don't think we need to do more on the record
11 today.

12 MR. EPLER: Okay. Madam Chair, could we
13 go off the record just for a moment please?

14 CHAIRMAN IGNATIUS: All right.
15 (Brief off-the-record discussion
16 ensued.)

17 CHAIRMAN IGNATIUS: All right. Back on
18 the record. Thank you. We're back on the record. And,
19 we've been -- left off talking about the request for more
20 information about Settlement -- excuse me, efforts with
21 the vendor and manufacturer of some sort of recovery.
22 Attorney Speidel, do you have anything further on that?

23 MR. SPEIDEL: Yes. In light of some
24 informal discussion with the Company, we think that it
{DE 11-105} {11-08-12}

<div data-bbox="162 21 665 52" data-label="Text"> <p>[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]⁴¹</p> </div> <div data-bbox="81 63 698 178" data-label="Text"> <p>1 would be advisable that the Company provide us an oral 2 briefing regarding the status of these efforts, together 3 with the Office of Consumer Advocate as a participant, and 4 we would proceed on that basis.</p> </div> <div data-bbox="81 189 698 283" data-label="Text"> <p>5 CHAIRMAN IGNATIUS: All right. And, 6 that's consistent with the language of the Settlement 7 Agreement at 2.8?</p> </div> <div data-bbox="81 294 698 409" data-label="Text"> <p>8 MR. SPEIDEL: Yes, I think so. Ideally, 9 we would have some written record. But, if an oral 10 briefing is the most advisable at the present time, we're 11 willing to accede to that.</p> </div> <div data-bbox="81 420 730 514" data-label="Text"> <p>12 CHAIRMAN IGNATIUS: Thank you. Did we 13 have -- I've lost track. Did you have any other 14 questions?</p> </div> <div data-bbox="81 525 698 619" data-label="Text"> <p>15 MR. SPEIDEL: Well, those were -- I 16 believe those were my cross-examination questions. Thank 17 you.</p> </div> <div data-bbox="81 630 698 661" data-label="Text"> <p>18 CHAIRMAN IGNATIUS: All right.</p> </div> <div data-bbox="81 672 698 703" data-label="Text"> <p>19 MR. SPEIDEL: Thank you, Chairman.</p> </div> <div data-bbox="81 714 698 840" data-label="Text"> <p>20 CHAIRMAN IGNATIUS: Before we begin 21 questions from the Bench, I want to apologize, Ms. Asbury, 22 I called you "Ms. McNamara", and you were too polite to 23 correct me. I'm getting my witnesses and cases blurred. 24 So, sorry about that.</p> </div> <div data-bbox="243 850 454 871" data-label="Text"> <p>{DE 11-105} {11-08-12}</p> </div>	<div data-bbox="941 21 1445 52" data-label="Text"> <p>[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]⁴³</p> </div> <div data-bbox="860 63 1477 178" data-label="Text"> <p>1 customers are going to get allocated. So, that's -- 2 this is, you know, simply how the reconciliation works. 3 Q. Maybe I don't -- well, just a second, excuse me, maybe 4 I can make this quite short then.</p> </div> <div data-bbox="860 189 1055 220" data-label="Text"> <p>5 A. (Collin) Yes.</p> </div> <div data-bbox="860 231 1477 409" data-label="Text"> <p>6 Q. What you're saying is, you know the total charge, and 7 then you know how many kilowatt-hours. So, you simply 8 would adjust the kilowatt-hours downward for the 9 non-Riverwoods customers, so they would -- the 10 kilowatt-hours they used wouldn't change, but the rate 11 would change slightly downward?</p> </div> <div data-bbox="860 420 1477 546" data-label="Text"> <p>12 A. (Collin) Well, in this case, what would happen is, is 13 more of the costs should have gone to other customers, 14 so the rate would actually go up to recover more of the 15 costs.</p> </div> <div data-bbox="860 556 1477 682" data-label="Text"> <p>16 Q. No, I don't mean to recover, but while -- while they 17 were reaping the benefits of this, they were charged a 18 lower kilowatt per hour rate than they should have 19 been?</p> </div> <div data-bbox="860 693 1055 724" data-label="Text"> <p>20 A. (Collin) Yes.</p> </div> <div data-bbox="860 735 1477 840" data-label="Text"> <p>21 Q. Okay. And, that gets me -- that's the part I'm trying 22 to figure out. So, when you come in, you came in as a 23 rate case here, and you said that "we should charge a 24 different rate for" -- is Riverwoods a -- what's their</p> </div> <div data-bbox="1006 850 1218 871" data-label="Text"> <p>{DE 11-105} {11-08-12}</p> </div>
<div data-bbox="162 1018 665 1050" data-label="Text"> <p>[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]⁴²</p> </div> <div data-bbox="81 1060 698 1092" data-label="Text"> <p>1 WITNESS ASBURY: Thank you.</p> </div> <div data-bbox="81 1102 698 1155" data-label="Text"> <p>2 CHAIRMAN IGNATIUS: Questions? 3 Commissioner Harrington.</p> </div> <div data-bbox="81 1165 698 1197" data-label="Text"> <p>4 CMSR. HARRINGTON: Just a couple.</p> </div> <div data-bbox="81 1207 698 1228" data-label="Text"> <p>5 BY CMSR. HARRINGTON:</p> </div> <div data-bbox="81 1239 698 1680" data-label="Text"> <p>6 Q. Just to clarify the process. I believe it was stated, 7 and I'll just address these to the panel and whoever is 8 appropriate, that some of the other customers were 9 billed less as a result of the overbilling of 10 Riverwoods, or something to that effect. Could you 11 just tell -- walk me through the process. I mean, I 12 understand that the CT was labeled incorrectly. So, 13 when you calculated the bill at Riverwoods, it came out 14 twice as high as it really was. How does that result 15 in other people getting a lower electric bill, in light 16 of the fact that my meter, if I was one of the other 17 customers, wouldn't spin backwards because of that. 18 So, I'm just -- how does it result in someone else 19 getting a lower bill?</p> </div> <div data-bbox="81 1690 698 1848" data-label="Text"> <p>20 A. (Collin) Yes. I think, as a general matter, what 21 happens is that there's a total cost that needs to be 22 allocated across all customers. So, if you're 23 allocating those costs on a kilowatt-hour basis, the 24 more you allocate to one customer, the less other</p> </div> <div data-bbox="243 1858 454 1879" data-label="Text"> <p>{DE 11-105} {11-08-12}</p> </div>	<div data-bbox="941 1018 1445 1050" data-label="Text"> <p>[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]⁴⁴</p> </div> <div data-bbox="860 1060 1088 1092" data-label="Text"> <p>1 classification?</p> </div> <div data-bbox="860 1102 1477 1134" data-label="Text"> <p>2 A. (Collin) They're a G1 customer, a large customer. Yes.</p> </div> <div data-bbox="860 1144 1477 1228" data-label="Text"> <p>3 Q. Okay. So, you would say then "our Non-G1 customers 4 should have a lower kilowatt per hour rate", and that's 5 what you filed with this Commission?</p> </div> <div data-bbox="860 1239 1477 1302" data-label="Text"> <p>6 A. (Collin) In a sense, that's where it ends up. We would 7 come in and say "they have less costs --</p> </div> <div data-bbox="860 1312 1006 1344" data-label="Text"> <p>8 Q. Right.</p> </div> <div data-bbox="860 1354 1477 1428" data-label="Text"> <p>9 A. (Collin) -- allocated to them." And, therefore, 10 because their costs are less, their kilowatt-hours, as 11 you pointed out, are measured and fixed, --</p> </div> <div data-bbox="860 1438 990 1470" data-label="Text"> <p>12 Q. Yes.</p> </div> <div data-bbox="860 1480 1477 1533" data-label="Text"> <p>13 A. (Collin) -- the rate would go down in order to collect 14 those costs.</p> </div> <div data-bbox="860 1543 1477 1596" data-label="Text"> <p>15 Q. And, what about other G1 customers, like Riverwoods, 16 what would be the effect on them?</p> </div> <div data-bbox="860 1606 1477 1869" data-label="Text"> <p>17 A. (Collin) Because of the way, and this is where we can 18 get into more of the details, and Rob can get into 19 that, because of the way we allocate, the other larger 20 G1 customers are specifically measured. And, 21 therefore, their usage is known and fixed. The Non-G1 22 is an allocated amount, because of the numbers of them 23 and the nature of the Non-G1. So, the G1 do not get 24 impacted by changes in another G1 customer, because we</p> </div> <div data-bbox="1006 1879 1218 1900" data-label="Text"> <p>{DE 11-105} {11-08-12}</p> </div>

[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]⁴⁵

- 1 know their amounts are specifically measured and
2 metered and their load curve assigned. The Non-G1 is
3 the residual, if you will. After you know all the G1
4 customers, the Non-G1 gets assigned the residual. So,
5 they essentially make up for any errors or changes in
6 the G1.
7 Q. Okay. I guess that brings me to what I'm trying to get
8 to.
9 A. (Collin) Yes.
10 Q. And that, if you do this, and you come out, and let's
11 just make up a number here, and you say that, based on
12 the measurements that you do on all the G1 customers,
13 and the amount of electricity that you flowed, there is
14 100 kilowatt-hours that need to be made up for by the
15 -- all the Non-G1 customers. So, at the end of the
16 month, you say "we have to allocate 100 kilowatt-hours
17 to them." Then, you go out and you look at their
18 meters, and all their meters add up to something other
19 than 100 kilowatt-hours. How come someone didn't
20 notice we have a problem here?
21 A. (Collin) There's a lot of different things in that.
22 But one is is that the metered kilowatt-hours that you
23 have for the Non-G1 are not -- they're read over
24 billing cycles that are not a calendar month.
 {DE 11-105} {11-08-12}

[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]⁴⁷

- 1 A. (Eisfeller) They're responsible for the testing. We
2 receive these --
3 Q. They're responsible for the testing, okay.
4 A. (Eisfeller) -- CTs pretested.
5 Q. Then, that gets me to my next question then. When you
6 receive these, I assume there's some paperwork, and the
7 paperwork says that "certified test report" or
8 something to that effect, --
9 A. (Eisfeller) correct.
10 Q. -- saying that this was tested and the taps are
11 accurately labeled?
12 A. (Eisfeller) The testing uses a standardized ANSI test
13 that measures the performance of the CT at various load
14 levels for each of the ratios, in this case, there was
15 a dual ratio of the transformer, and it certifies that
16 it's accurate at those ratios. It does not certify the
17 labeling.
18 Q. Okay. I'm trying to figure that out, how they would do
19 that, if it was off by a factor of two, without
20 noticing something in the testing, though, it seems a
21 little off. But, okay. And, you also mentioned about,
22 you do it upon installation, and then what it receives
23 load, which, obviously, makes sense, to verify that
24 they, in fact, were labeled correctly, the taps. But
 {DE 11-105} {11-08-12}

[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]⁴⁶

- 1 Q. Okay.
2 A. (Collin) And, so, it's difficult to compare directly
3 meters that are read over a non-calendar month with a
4 total kilowatt-hour amount relative to what you know
5 for the system. And, the difference is assigned to
6 either metering lag or losses on the system.
7 When you look at the quantity here of a
8 single customer, like Riverwoods, and the number of
9 kilowatt-hours, the amount of kilowatt-hours just get
10 lost in all that reconciliation.
11 Q. Okay.
12 A. (Collin) It's just a very small amount.
13 Q. That's fine. That gets me to what I was looking for.
14 Thank you. There was another question on the miss --
15 you said these things were "misabeled by either the
16 manufacturer or the supplier". So, is it such that
17 these things could come out of the manufacturer's
18 facility unlabeled, and then the vendors, who actually
19 sells them, labels the taps on it? It seems kind of
20 odd to think the manufacturer would do that.
21 A. (Eisfeller) That's incorrectly stated. They're labeled
22 by the manufacturer. The vendor who sold us the
23 product also has some liability.
24 Q. Okay.
 {DE 11-105} {11-08-12}

[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]⁴⁸

- 1 then you said something about "rechecking every four
2 years", I'm a little confused. What will you recheck?
3 To see that no one moved the labels?
4 A. (Eisfeller) We have a requirement under Puc Rule 300,
5 the 300 rules, to verify every installation of
6 instrumented transformer installation and test the
7 meter at those locations every four years. So, it's a
8 requirement for us to do that. We have a procedure for
9 that testing process. And, we have, you know, modified
10 that procedure to include this additional test.
11 Q. Okay. So, you're going to add this onto what you
12 already do?
13 A. (Eisfeller) Correct.
14 Q. Okay. I guess my question is, is that test necessary,
15 in that, I can see doing a functional test, to make
16 sure that it's still performing correctly, in that it
17 hasn't deteriorated through time or it doesn't have an
18 internal short or something like that.
19 But, as far as the ratio goes, is that
20 going to change with -- does that change with time?
21 Or, is it just a matter of, if you're checking for
22 mislabeling, and as long as the labels aren't moved,
23 what more is there to check?
24 A. (Eisfeller) You check that the installation is
 {DE 11-105} {11-08-12}

<div data-bbox="175 21 662 52" data-label="Text"> <p>[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]⁴⁹</p> </div> <div data-bbox="94 58 716 871" data-label="Text"> <p>1 installed correctly, for one. That you have not had 2 any deterioration of the connections or the wire as 3 part of the connections. You also recheck all the 4 calculations for the billing multipliers that are used. 5 And, so, there's this constant checking and verifying 6 that's done every four years, to make sure that no 7 mistakes were made, for one, and that you don't have 8 any deterioration at the site. And, these CTs can be 9 installed in environments that are subject to dirt and 10 dust, and maybe movement of those wires perhaps. And, 11 you verify that the installation is still working as 12 planned. 13 Q. But I'm assuming that's, though, what -- everything you 14 described would appear to be in your pre this problem 15 testing mechanism. So, what are you doing differently 16 every four years? Or, is it simply a matter of just 17 verifying that the labels haven't been moved, in 18 addition to what you would have done anyways? That's 19 what I'm trying to get at. 20 A. (Eisfeller) Okay. We go out with a separate CT and do 21 a field check under load, and verify that our ratio is 22 -- expected ratio is very similar to what we see this 23 meter or the CT is labeled. And, it's a quick check. 24 It's not an exacting check. It's a variance check. If {DE 11-105} {11-08-12}</p> </div>	<div data-bbox="938 21 1425 52" data-label="Text"> <p>[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]⁵¹</p> </div> <div data-bbox="857 58 1479 871" data-label="Text"> <p>1 A. (Eisfeller) It's a good argument not to continue 2 testing it. But we are going to continue to test it. 3 Q. Well, it just strikes me that maybe it's a waste of 4 money, I guess. I'm wondering what the rationale is 5 to -- 6 A. (Eisfeller) It's a very -- it's not a lengthy procedure 7 to do that check. And, I think we'd rather be certain. 8 Q. And, how many, again, was the number of these that 9 you're going to be checking every four years? 10 A. (Eisfeller) Oh, I'm glad you asked that, because I have 11 a correction to make. I think I stated "710" of these 12 installations. We have 910. 13 Q. Okay. 14 A. (Eisfeller) And, so, I misstated that number. And, so, 15 every four years we will verify these. 16 Q. I'd be interested in what the cost of that was. 17 A. (Collin) And, important, I mean, you talk about that, I 18 worry about costs a lot, too. But one of the things 19 that Justin is explaining is that this procedure has 20 been added to a test procedure that we do anyway. 21 We're at the site. In other words, getting to the 22 site, investigating the meter, checking all the 23 connections, and checking for dirt, checking for 24 deterioration. All that stuff is being done regardless {DE 11-105} {11-08-12}</p> </div>
<div data-bbox="175 1010 662 1041" data-label="Text"> <p>[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]⁵⁰</p> </div> <div data-bbox="94 1047 716 1869" data-label="Text"> <p>1 it varies more than 20 percent, we would pull the CT 2 and have it tested in the lab. It's very difficult to 3 get a field test done that is, you know, half a percent 4 accurate. So, it's a rough field check that's done. 5 And, given the field conditions, it's difficult to do a 6 laboratory test. So, it's a rough check. If it's 7 within a bandwidth of operation of expected values, we 8 assume -- we label it as "verified". 9 Q. I understand what you're saying. But you didn't do 10 this particular check in the past -- 11 A. (Eisfeller) Correct. 12 Q. -- or you would have caught the problem. Okay. So, 13 what -- there's -- the mechanism for fault here appears 14 to be mislabeling. So, you're going to go out and 15 check for deterioration of the transformer in a way you 16 didn't do it before, because you didn't think it was 17 necessary. But, now, because of mislabeling, you think 18 it is. How is this going -- I mean, if you check it 19 initially and find out "this is labeled correctly" by 20 your installation field check, when it's under load, 21 why do you need to continue to check for mislabeling, 22 because the only way it could get mislabeled is if 23 someone was to have changed the labels around? I mean, 24 is that -- {DE 11-105} {11-08-12}</p> </div>	<div data-bbox="938 1010 1425 1041" data-label="Text"> <p>[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]⁵²</p> </div> <div data-bbox="857 1047 1479 1869" data-label="Text"> <p>1 of this issue. And, the only thing we've added is an 2 additional amp test on the facility using another CT, 3 that, as Justin says, is a relatively quick and 4 efficient test. 5 In terms of, you know, addressing your 6 issue, "once you know the label is right, why do you 7 need to keep checking it?" And, I think, you know, 8 from -- just from this experience, you know, the belt 9 and suspenders is, obviously, there. But it's also, 10 oftentimes equipment does get changed, meters get 11 changed, customers change their requirements, and we 12 have different installations going on. And, rather 13 than making sure that all that's been lined up and 14 you're always, you know, sure that the equipment is 15 staying appropriate for the customer's usage, I think, 16 when we discussed it, it was just a good procedure to 17 add in and make sure that all customers' installations 18 are always fully appropriate. 19 Q. And, do you anticipate buying new spare CTs to doing 20 this testing or are these spares you already have in 21 stock? 22 A. (Eisfeller) I'm sorry, I missed the question. 23 Q. Well, you're going to bring out a separate CT to use as 24 a test in the field. So, you have to acquire one of {DE 11-105} {11-08-12}</p> </div>

<div data-bbox="180 21 662 52" data-label="Text"> <p>[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]⁵³</p> </div> <div data-bbox="94 58 667 411" data-label="Text"> <p>1 those. Are these ones that you already have in your 2 inventory or would you be buying new ones? 3 A. (Eisfeller) We bought some new ones. And, they're 4 different than -- they're a different type of CT than 5 what's installed there, a CT that can open up, so you 6 can get around the wires. The permanent installed 7 units are not, are solid and are not able to open up. 8 Hence, they're only installed when the customer is 9 running wires. So, it's a different type of CT. 10 They're not that expensive. You know, they're in the 11 range of a thousand dollars apiece.</p> </div> <div data-bbox="94 420 599 445" data-label="Text"> <p>12 Q. And, how many different types do you need?</p> </div> <div data-bbox="94 453 677 804" data-label="Text"> <p>13 A. (Eisfeller) You buy one that has a range of 14 capabilities. Since we're not looking for an exact 15 number, we're looking for something that is a quick 16 check. And, I should state that, if we do this quick 17 check and we something that's outside our range, we 18 will pull the CT out and send it away to be tested. 19 And, that's where the bigger expense is. And, that's 20 the labor associated with that, pulling the CT out that 21 looks suspicious, and then the testing of that CT at a 22 lab would be a higher expense than this quick check 23 that we do.</p> </div> <div data-bbox="94 812 643 869" data-label="Text"> <p>24 Q. So, I guess my concern there was, and seemingly {DE 11-105} {11-08-12}</p> </div>	<div data-bbox="943 21 1425 52" data-label="Text"> <p>[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]⁵⁵</p> </div> <div data-bbox="862 58 1482 770" data-label="Text"> <p>1 that into how much we collect. And, that really 2 doesn't make any difference the day we start recovering 3 is the part that becomes superfluous". That is correct 4 in saying that? 5 A. (Collin) Yes. 6 Q. Okay. Well, that means, if we approve this, approving 7 the Settlement Agreement is going to be very difficult 8 as written, and then we have this condition, you can 9 make any changes whatsoever, and the -- any change or 10 condition or "the Commission makes any findings that go 11 beyond the scope of the Settlement Agreement, if any of 12 the Settling Parties are unable to agree with the 13 changes" then the Settlement Agreement becomes void. 14 And, right now, I kind of look as though we have to 15 make some adjustment to this, because, in reading it in 16 plain English, it tells me, if this order was approved 17 next week, that you'd start beginning to recover on 18 December 1st. And, maybe it's the definition of 19 "beginning to recover", but it appears to me you're not 20 going to begin to recover, I used to take that as 21 "collecting money", until June 1st. So, does this 22 create a legal issue?</p> </div> <div data-bbox="862 779 1482 869" data-label="Text"> <p>23 MS. HOLLENBERG: May I ask a question 24 that I think might get to the point? {DE 11-105} {11-08-12}</p> </div>
<div data-bbox="180 1014 662 1045" data-label="Text"> <p>[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]⁵⁴</p> </div> <div data-bbox="94 1052 711 1866" data-label="Text"> <p>1 addressed, but that you have one CT for about a 2 thousand dollars that you use and you can test all 910 3 or do you have -- 4 A. (Eisfeller) We have three sets of these for each of our 5 operating centers. 6 Q. Okay. So, it's three, but not 900 spares? 7 A. (Eisfeller) Correct. 8 Q. Okay. That's what I was trying to get to. Thank you. 9 Getting off of that, we've buried that, on the 10 Settlement Agreement itself, getting back to that whole 11 deal about the dates, on section 2.2, you know, when I 12 read this, it says "allowed to recover over a period 13 beginning the first day of the month immediately 14 following Commission approval". Let's just, for the 15 sake of argument, assume that the Commission approval 16 came effective would be the first day of the month 17 after would be January 1st. Then, you would say, 18 "okay, January 1st to November 30th, that's X amount of 19 months, we have so much money to collect, let's divide 20 it, and then we'll figure out how much we're going to 21 charge people per month extra." Now, what you're 22 saying is that you're actually going to start on 23 June 1st and say "we have X -- Y amount of months from 24 June 1st to November 30th, and we're going to divide {DE 11-105} {11-08-12}</p> </div>	<div data-bbox="943 1014 1425 1045" data-label="Text"> <p>[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]⁵⁶</p> </div> <div data-bbox="862 1052 1505 1866" data-label="Text"> <p>1 CMSR. HARRINGTON: Absolutely. 2 BY MS. HOLLENBERG: 3 Q. Isn't it true that the amount that, when you're 4 calculating the amount that you'll recover beginning on 5 June 1, you would include in that amount the amount you 6 would have recovered between the first day of the month 7 following the Commission's order and that date? It 8 would be part of the reconciliation. You're basically 9 booking those costs or you're accruing those costs 10 starting the first day of the month after the 11 Commission approval, but you're not beginning to 12 collect them from customers until you roll that amount 13 into the amounts to be collected starting June 1? 14 A. (Collin) Yes. 15 CMSR. HARRINGTON: Okay. Then, I guess 16 my question would be, everything you just said, if it were 17 to appear in an order, would that constitute a problem due 18 to Section 3.1 of the Settlement Agreement? 19 WITNESS COLLIN: And, it may. You know, 20 and I think it's a good point. And, I can speak for the 21 Company that we would waive any objection to clarification 22 or correction of that issue relative to the Settlement 23 Agreement in the Commission's order. 24 CMSR. HARRINGTON: Excuse me, just one {DE 11-105} {11-08-12}</p> </div>

1 second.
2 MR. SPEIDEL: Yes. I concur with this,
3 definitely. Could I ask a question as well of the
4 Company?
5 CMSR. HARRINGTON: Hold on one second
6 please.
7 (Chairman and Commissioners conferring.)
8 CMSR. HARRINGTON: Excuse me. Is Staff
9 and the OCA also of that same position?
10 MR. SPEIDEL: Well, no, not exactly,
11 Commissioner. In that, I would like to ask a little bit
12 of clarifying -- a line of questioning that would clarify
13 this issue a little bit. I think we've kind of fallen a
14 little bit down the path of failing to recognize that some
15 of these terms have understood meanings among the parties,
16 and for the purposes of Commission practice and procedure.
17 BY MR. SPEIDEL:
18 Q. So, let's start with Section 2.2. And, there is a
19 reference --
20 CMSR. HARRINGTON: Excuse me, are we in
21 the Settlement Agreement?
22 MR. SPEIDEL: Yes. In the Settlement
23 Agreement, correct. That would be Page 3, Commissioner.
24 BY MR. SPEIDEL:
{DE 11-105} {11-08-12}

1 A. (Collin) Yes.
2 MR. SPEIDEL: So, I think it's not as
3 much of an ambiguity in the view of Staff as you might
4 expect. Because, without approval by the Commission, they
5 wouldn't have approval to recover these amounts through
6 this recovery mechanism or this accounting feature, this
7 accounting box, and so on through the remaining segments
8 of the Settlement.
9 So, I think the Company may have
10 elucidated as to when they would like to actually start
11 charging customers. And, they have essentially told us
12 that they would feel that it's most efficient and most
13 reasonable to do it as of June the 1st of next year.
14 That's kind of at their own election, and we would support
15 that. But we think the Settlement stands on its own
16 terms. And, that these references all have specific
17 meanings.
18 CMSR. HARRINGTON: Well, let me just
19 follow up, especially with your very last statement about
20 "specific meanings". I mean, maybe I just don't
21 understand the concept. But it would appear to be that
22 the statement they "be allowed to recover beginning the
23 first day of the month immediately following Commission
24 approval", based on what was said today, would -- the
{DE 11-105} {11-08-12}

1 Q. And, there is a description of the recovery mechanism
2 here. "UES shall be allowed to recover over a period
3 beginning the first day of the month immediately
4 following Commission approval of this Agreement through
5 November 30th, 2015, as an adjustment to its Non-G1
6 Default Service recovery mechanism, the amount of
7 \$1 million, *etcetera*, plus interest." So, there was a
8 common understanding I believe that, among the Company,
9 the OCA, and the Staff, that, for the purposes of
10 Section 2.2 onward, through 2.4, "recover" means when
11 the amounts are first added to the reconciliation
12 accounts, because the "Non-G1 Default Service recovery
13 mechanism" is an accounting feature. So, these funds
14 would be added into that accounting feature, and they
15 would be collected upon whenever the Company would
16 elect to integrate it into its rates. Is that correct,
17 in general terms?
18 A. (Collin) Yes.
19 Q. And, that addition to the accounting feature would be
20 done as a lump sum of this Settlement amount.
21 Therefore, when it would be recovered upon would not
22 really be germane, except for the small amount of
23 customer account interest that would accrue. Is that
24 correct?
{DE 11-105} {11-08-12}

1 effect would be no different if it said "based on the
2 beginning of the first day of the third month following
3 Commission approval", as long as that third month's
4 approval was prior to June 1st, is that correct?
5 MR. SPEIDEL: In theory, yes.
6 CMSR. HARRINGTON: Okay. So, then, we
7 have a statement that is meaningless, as long as it's
8 before June 1st. And, I kind of look at that and say
9 "that's troubling, to approve a meaningless statement as
10 part of the Settlement Agreement, without some
11 clarification." That, regardless of when the recover
12 starts, and I guess there's some confusion between
13 "recovery" and "collecting", I assumed "recovery" meant --
14 and "collecting" were one in the same, but you're saying
15 it's booking, rather than actually collecting from the
16 customers. That, if we were to say "they'll recover
17 beginning that, but the actual collection from customers
18 will not start until June 1st", would that constitute a
19 variation from the Settlement Agreement that the parties
20 would consider voiding it? And, what the Company has said
21 is they would not, and I'm trying to find out what the
22 other parties would say?
23 MR. SPEIDEL: No, no. Because,
24 Commissioner, it is up to the Company to collect that
{DE 11-105} {11-08-12}

<p>[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]⁶¹</p> <p>1 figure before November 30th of 2015. If they fall asleep</p> <p>2 on the job and they don't bother to set it into their rate</p> <p>3 structure, and, of course, we're filling in through oral</p> <p>4 record a few of the interstices of this agreement. But it</p> <p>5 doesn't void it, it doesn't change it to the effect that</p> <p>6 "no, we don't have an agreement of the parties." And,</p> <p>7 certainly, OCA can speak to this. But, in our view, I</p> <p>8 think the Company was trying to figure out the timing of</p> <p>9 approval to a certain extent of this Settlement Agreement.</p> <p>10 CMSR. HARRINGTON: I understand why</p> <p>11 they're picking the June 1st date.</p> <p>12 MR. SPEIDEL: Right.</p> <p>13 CMSR. HARRINGTON: But, based on what</p> <p>14 you just said, they could pick November of 2015 and charge</p> <p>15 the whole amount in one month's bill, because you said it</p> <p>16 just allows them to recover it sometime prior to that.</p> <p>17 And, certainly, I don't think we want to have people's</p> <p>18 bills hit with the total amount in one month.</p> <p>19 MR. SPEIDEL: Yes. And, certainly,</p> <p>20 we --</p> <p>21 MS. HOLLENBERG: That's not my</p> <p>22 understanding of how -- I mean, we wouldn't be comfortable</p> <p>23 with that, if that were to happen. Could I just make a</p> <p>24 comment, though, because there's a lot of discussion? I</p> <p>{DE 11-105} {11-08-12}</p>	<p>[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]⁶³</p> <p>1 we're talking about "booking" it and we're talking about</p> <p>2 "collecting" it. And, the word "recovery" here is used to</p> <p>3 mean "booking" in the way the Settlement Agreement is</p> <p>4 written, and you just used "recovery" in the sense of</p> <p>5 "collecting" the funds in the rate adjustment. So, --</p> <p>6 MR. SPEIDEL: Well, yes. There's</p> <p>7 multiple uses of the same word. "Recovery" here is,</p> <p>8 within the Settlement Agreement, refers to "booking" it</p> <p>9 for accounting purposes. And, then, the integration into</p> <p>10 rates is presumed as following that integration into the</p> <p>11 accounting feature that the Company has for each element.</p> <p>12 CHAIRMAN IGNATIUS: Mr. Epler, do you</p> <p>13 have anything to add to the discussion?</p> <p>14 MR. SPEIDEL: A clarification.</p> <p>15 MS. HOLLENBERG: I would like to make a</p> <p>16 comment.</p> <p>17 CHAIRMAN IGNATIUS: Just a moment.</p> <p>18 MR. EPLER: Why don't you go ahead.</p> <p>19 CHAIRMAN IGNATIUS: Okay. All right.</p> <p>20 Ms. Hollenberg.</p> <p>21 MS. HOLLENBERG: Well, I guess I would</p> <p>22 clarify just that I, personally, and it could be my</p> <p>23 totally my fault, was not aware of what we discussed this</p> <p>24 morning, which was that we wouldn't actually start</p> <p>{DE 11-105} {11-08-12}</p>
<p>[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]⁶²</p> <p>1 can wait, though. I'm happy to wait. Everyone else has</p> <p>2 been able to weigh in on this issue. And, I thought that</p> <p>3 you were looking for the OCA's feedback, but I'm --</p> <p>4 CMSR. HARRINGTON: And, I am.</p> <p>5 MR. SPEIDEL: I don't know what's just</p> <p>6 been said, though. Could you repeat that.</p> <p>7 MS. HOLLENBERG: We wouldn't be</p> <p>8 comfortable with the Company waiting until October 2015 to</p> <p>9 start recovery.</p> <p>10 MR. SPEIDEL: No, of course not. I</p> <p>11 understand. I was assuming arguendo. Assuming arguendo</p> <p>12 was what I was trying driving at. It's not a matter of</p> <p>13 comfort, it's just what we're trying to get at is that, if</p> <p>14 we have a clarification in our order on the basis of the</p> <p>15 record today, that says that the Company has agreed that</p> <p>16 it would begin recovery starting in June of next year,</p> <p>17 from the rates, they would integrate the rate increase</p> <p>18 starting in June of next year. And, the accounting</p> <p>19 recovery would begin in the month after approval is issued</p> <p>20 by the Commission through the accounting feature, and that</p> <p>21 Staff and OCA accede to that, I think that would be the</p> <p>22 basis for action that would be acceptable.</p> <p>23 CHAIRMAN IGNATIUS: I think, but using</p> <p>24 the word "recovery" may be a mistake. It sounds like</p> <p>{DE 11-105} {11-08-12}</p>	<p>[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]⁶⁴</p> <p>1 recovering from customers until June. But I'm not opposed</p> <p>2 to that, because it seems to make sense to not change the</p> <p>3 rates again, and to do it when all the other rates are,</p> <p>4 especially in light of the Company's assurance that there</p> <p>5 is a minimal impact, in terms of interest.</p> <p>6 I guess I am thinking that, if I</p> <p>7 understand you correctly, Commissioner Harrington, I am</p> <p>8 starting to question why there is the need for that</p> <p>9 booking date, <i>per se</i>, if we have the date of interest</p> <p>10 beginning of June 1, 2012 already fixed. But I am not</p> <p>11 opposed to the methodology that's been discussed this</p> <p>12 morning, nor am I opposed to the Commission clarifying</p> <p>13 that methodology in its order.</p> <p>14 CMSR. HARRINGTON: Thank you. I think</p> <p>15 we probably need the date just for the purposes of</p> <p>16 starting the date for collecting interest. But, if</p> <p>17 nothing else today, we've come up with a new word we're</p> <p>18 not supposed to say anymore. So, we can't say the</p> <p>19 "R-word" anymore. Let's use "billing" or "collecting"; no</p> <p>20 "R-word" please.</p> <p>21 CHAIRMAN IGNATIUS: Mr. Epler, do you</p> <p>22 have anything further to add?</p> <p>23 MR. EPLER: Well, I just wanted, first,</p> <p>24 to apologize, if this caused some confusion. Just the</p> <p>{DE 11-105} {11-08-12}</p>

<div data-bbox="162 21 649 63" data-label="Text"> <p>[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]⁶⁵</p> </div> <div data-bbox="81 63 730 861" data-label="Text"> <p>1 intent was a couple of things. One is, if you recall, 2 we've had a couple of Default Service proceedings where we 3 had, when we made the initial filing, we actually included 4 some recovery. And, what happened, without disclosing 5 anything that occurred, during the Settlement Agreement, 6 there were a couple of glitches, and we couldn't get the 7 Settlement finalized as quickly as we initially thought. 8 And, because of that, we then did not want to push the 9 Commission into saying "you've got to decide this on X 10 date, in order so that we could make the adjustment at the 11 time -- for these adjustments at the time we normally make 12 our adjustments." So, that's why we included the language 13 that said "on the first day of the month following 14 approval", that's when it would be implemented. To 15 basically give discretion to the Commission to deliberate 16 this and decide it in the fashion that it chose. 17 What we wanted to preserve and what we 18 attempted to do with this language is just preserve an end 19 date that "let's get some certainty, as we're going to 20 recover this by X date", and that's the important point. 21 So, then, and the reason this did not come up in 22 discussions was actually, quite frankly, the Company was 23 looking at, well, looking at when we can anticipate a date 24 from a Commission order, and when is our next changes, {DE 11-105} {11-08-12}</p> </div>	<div data-bbox="941 21 1429 63" data-label="Text"> <p>[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]⁶⁷</p> </div> <div data-bbox="860 63 1510 861" data-label="Text"> <p>1 testimony. Thank you. 2 BY CMSR. HARRINGTON: 3 Q. This is a totally different question and subject. 4 Nothing to do with the "R-word", I hope. Though, it's 5 in this sentence as well, I'm sorry. 2.6 talks about 6 adjustments to the Consumption Tax. Can you just kind 7 of, someone, walk through what's causing the need for a 8 credit on the Consumption Tax? 9 A. (Collin) Essentially, the Consumption Tax, under the 10 New Hampshire statutes, is billed on all energy usage 11 of the customer. To the extent the energy usage didn't 12 really exist, because it was overmetered, then you can 13 credit the Consumption Tax for what was not used. 14 Q. But wasn't somebody else, let's -- forgetting about the 15 Company is willing to write off part of this, but I 16 thought, for every megawatt that you overbilled, you 17 underbilled somebody else, because the total amount of 18 power consumed was the same, so why wouldn't the total 19 tax be the same? 20 A. (Collin) We billed the correct kilowatt-hours, we were 21 allocating the wrong cost. So, the consumption cost is 22 based on the kilowatt-hours. So, there hasn't been an 23 issue relative to that. 24 Q. I'm sorry, you said "consumption cost", do you mean {DE 11-105} {11-08-12}</p> </div>
<div data-bbox="162 1008 649 1050" data-label="Text"> <p>[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]⁶⁶</p> </div> <div data-bbox="81 1050 730 1869" data-label="Text"> <p>1 wouldn't it be simpler to just have the rate change occur 2 the next time we do it, as opposed to changing rates or 3 December 1 or January 1 again, after we just changed them 4 based on our last Default Service change. And, so, we 5 just thought, among ourselves, that that would be the 6 simplest thing to do, to just wait for the next period, 7 given the size of the change we're looking at. 8 And, given that these are reconciling 9 adjustments, and that there are other things that go on in 10 the reconciling period up and down, we thought that it 11 would be the simplest thing to do was to wait for June 1st 12 for the Default Service change and August 1st for the 13 other changes that normally occur when we make the 14 reconciling adjustments. 15 Given that, I think that there's no 16 harmful effects to customers. I think it still keeps the 17 reasonable -- the reasonableness of the charge to 18 customers. I think it's the simplest thing. It doesn't 19 have a second time that you're changing rates for 20 customers. And, I think the parties' intent to have an 21 end date for collection is preserved as well. 22 CMSR. HARRINGTON: Thank you. 23 CHAIRMAN IGNATIUS: We're well into our 24 closing arguments here, but let's finish up with {DE 11-105} {11-08-12}</p> </div>	<div data-bbox="941 1008 1429 1050" data-label="Text"> <p>[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]⁶⁸</p> </div> <div data-bbox="860 1050 1510 1869" data-label="Text"> <p>1 "Consumption Tax"? 2 A. (Collin) Consumption Tax. 3 Q. So, it's based on per kilowatt-hour? 4 A. (Collin) Yes. 5 Q. And, the per kilowatt-hours were overcharged to 6 Riverwoods, but undercharged to the Non-G1. And, 7 didn't they come out to be correct or what am I getting 8 mixed up there? 9 A. (Collin) Yes. The Non-G1 kilowatt-hours were correct. 10 The cost spread across those kilowatt-hours was wrong. 11 Q. Okay. 12 A. (Collin) So, the kilowatt-hours was correct, the 13 Consumption Tax was correct, because it was based on 14 kilowatt-hours. 15 Q. Okay. 16 A. (Collin) But the cost, which was a responsibility of 17 the Non-G1, was lower than it should have been, because 18 Riverwoods was paying more of the total costs. 19 Q. Right. And, I understand that. But you just said the 20 "Consumption Tax was correct". So, why do you need a 21 credit to the Consumption Tax? 22 A. (Furino) If I can just, maybe -- 23 A. (Collin) Well, let me get to the Consumption Tax, and 24 then I'm going to let you dive in, because he's the {DE 11-105} {11-08-12}</p> </div>

<div data-bbox="175 21 662 52" data-label="Text"> <p>[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]⁶⁹</p> </div> <div data-bbox="94 58 750 871" data-label="Text"> <p>1 expert on it. But the Consumption Tax on G1 was 2 correct; the Consumption Tax on Riverwoods was 3 incorrect. And, that's what we're correcting here. 4 Q. Okay. So, let me, maybe we can simplify this. You 5 base the Consumption Tax on the actual meter reading, 6 and, since the actual meter reader's reading on the 7 Non-G1 is what it was, so their tax is correct. But, 8 on the Riverwoods, it was higher than it was supposed 9 to be, so you paid more tax. And, then, that cost 10 differential that gets sorted out and, you know, you 11 talked about the different billing cycles and kind of 12 the noise, that just doesn't affect it. So, I think I 13 understand it exactly. 14 A. (Collin) That's correct. 15 CMSR. HARRINGTON: Okay. Thank you. 16 And, I'm sure everyone will be happy to hear that was my 17 last question. 18 CHAIRMAN IGNATIUS: Commissioner Scott. 19 BY CMSR. SCOTT: 20 Q. With some trepidation, I'm going to ask this question 21 just to clarify. So, with Commissioner Harrington, you 22 first laid out the -- I'll call it the "laws of 23 conservation", you're buying X amount of power to come 24 into the UES system. People have meters. We {DE 11-105} {11-08-12}</p> </div>	<div data-bbox="938 21 1425 52" data-label="Text"> <p>[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]⁷¹</p> </div> <div data-bbox="857 58 1485 871" data-label="Text"> <p>1 Charge, Stranded Cost, the end dates, which we've 2 discussed, I was just curious why some are "July 31st" 3 and why some are "November 30th"? What was the 4 rationale? 5 A. (Asbury) The Default Service charges are just -- 6 they're on a different schedule. The Non-G1 rates are 7 set -- reset semi-annually, and they're done on 8 June 1st and December 1st. 9 Q. Okay. 10 A. (Asbury) And, the other two reconciling clauses for 11 External Delivery and Stranded Cost are reset annually. 12 And, the annual anniversary date is August 1st for 13 those changes. 14 CMSR. SCOTT: Okay. Thank you. That's 15 all I had. 16 CHAIRMAN IGNATIUS: Thank you. 17 BY CHAIRMAN IGNATIUS: 18 Q. In testimony today, the Company said that it intends to 19 first change the rate and begin the actual collection 20 from customers with the next scheduled rate changes. 21 But it isn't a stated term in the Settlement Agreement, 22 it's just an allowance that you can begin it, begin 23 booking it, and then there's the end date. So, can we 24 be certain there's a commitment on the part of the {DE 11-105} {11-08-12}</p> </div>
<div data-bbox="175 1018 662 1050" data-label="Text"> <p>[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]⁷⁰</p> </div> <div data-bbox="94 1056 750 1869" data-label="Text"> <p>1 understand the CT issue in this particular application. 2 And, if what I heard correctly was, you have some 3 metering lag going on and some losses on the system, my 4 words, but sounds like. So, and this is, in a broad 5 scheme of things for your whole system, these are small 6 amount -- this is a small amount of loss, if you will. 7 So, my question is, is do you do -- I assume you do 8 some kind of system loss analysis? Do you do like 9 metering reconciliation? Again, it's easier -- it's 10 easy for me to say, you know, you have X amount in, 11 there should be X amount out, and, in a perfect world, 12 you should know if the two don't jibe. But is there a 13 value to that type of analysis? Do you do that type of 14 analysis? 15 A. (Collin) We do measure our losses on a regular basis 16 and evaluate those. And, I mean, there should be 17 losses on the system. That's the nature of electricity 18 and running it across lines and such. But we do 19 measure that and look for anomalies or any kind of 20 issues of that nature. Yes. Something like this just 21 would not be measurable in that spectrum, yes. 22 Q. Okay. All right. That's helpful. Very minor 23 question. So, back to the Settlement Agreement, I was 24 just curious, for the Default Service, the Delivery {DE 11-105} {11-08-12}</p> </div>	<div data-bbox="938 1018 1425 1050" data-label="Text"> <p>[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]⁷²</p> </div> <div data-bbox="857 1056 1485 1869" data-label="Text"> <p>1 Company to make those changes as of the next scheduled 2 rate changes, make those adjustments? 3 A. (Collin) Yes. 4 Q. So that we don't have the possible scenario of, you 5 know, a year from now, two years from now, needing to 6 collect a bigger lump sum then. The amount that needs 7 to be adjusted took, it looks like, seven to eight 8 years to accrue, is that right? Beginning in 2004? 9 A. (Collin) Yes. About that time. 10 Q. The period of time to make all of the corrections is 11 quite a bit shorter, it's over a three-year period. 12 And, why is that? 13 A. (Collin) There's a lot of different economics going on 14 here. One of the -- and, again, I can give you from 15 the Company's perspective, everybody settles for a 16 different reason in coming up with an agreement. 17 Essentially, when the Company refunded the amount to 18 Riverwoods, it paid Riverwoods that full interest for 19 that period, and has agreed that other customers would 20 not pay that interest. That that would be absorbed by 21 the Company. However, if you look at the economics 22 during that period, where customers were paying less 23 than the actual cost, they theoretically were saving 24 that, you know, that interest, there's an argument to {DE 11-105} {11-08-12}</p> </div>

[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]⁷³

1 be made that that interest should be allocated to them,
2 because they got to pay for their energy less than what
3 was the actual cost. So, taking that into account, the
4 Company has already taken -- absorbed the cost of the
5 interest for that seven-year period. In addition, as
6 pointed out in cross with the OCA, we've agreed to
7 absorb interest that we theoretically have been
8 incurring since we made the payment from September
9 through June. So, those kind of tradeoffs resulted in
10 us wanting -- being able to agree on a three-year
11 recovery period, which extended this out over a period
12 of time. And, lastly, basically prevented, assuming an
13 interest would accrue on that, the three-year recovery
14 period prevents interest from continuing to accrue if
15 you take this out longer. It just, the customer would
16 continue to essentially be burdened by additional
17 interest charges on this.

18 So, all those things taken into account,
19 we thought that a three-year balanced, you know,
20 smoothed out this recovery, didn't have a large rate
21 impact, and balanced out some of these economic
22 concessions and tradeoffs that took place.

23 Q. Of the little over \$2 million that's at stake, the
24 Settlement has a split of about 1.4 million being
{DE 11-105} {11-08-12}

[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]⁷⁵

1 Hampshire?

2 A. (Collin) It's a practice -- again, it's a practice
3 that's used in other billing adjustments that have
4 taken place.

5 Q. Even going back as far as 2004?

6 A. (Collin) I would say that would be a rare -- I'm not
7 aware of ever having to go back that far or that --
8 that length of an adjustment. In terms of the type --
9 the amount of Consumption Tax we pay, this is, again, a
10 very minor, small, small piece of that. I don't expect
11 any issue for this with the State.

12 Q. Looking at your 2.7, the little block that breaks out
13 the different charges that the Company is agreeing not
14 to seek recovery of, I want to clarify a couple of
15 things. The "System Benefits Account-Energy
16 Efficiency" is about \$23,000. From year to year, some
17 utilities end up not expending their entire energy
18 efficiency amounts, and they roll that forward into the
19 next year's budgets. In this case, if you had unpaid
20 -- unexpended energy efficiency monies at the end of
21 the year, in an amount of 23,000 or more, would you
22 consider that to be the way that would -- would the
23 amount that you are absorbing under this Settlement be
24 taken out of the unpaid energy efficiency fund,
{DE 11-105} {11-08-12}

[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]⁷⁴

1 recovered over a three-year period, and 670,000 being
2 absorbed by the Company. Is that simply a negotiated
3 settlement amount or is there something in the
4 accounting or requirements that you have to do that led
5 you to that split?

6 A. (Collin) It's a negotiated amount, yes.

7 Q. Another question about the Consumption Tax provision,
8 2.6. I think I got lost at the last minute. I was
9 following Commissioner Harrington's question. But am I
10 correct that the amount of Consumption Tax paid for
11 Riverwoods was higher than it should have been because
12 the CT was showing higher than it should have?

13 A. (Collin) Yes.

14 Q. So, at this point, aren't you looking at a refund to --
15 I'm sorry, that you've overpaid the State, how does a
16 credit to the State -- I'm not following the language
17 of 2.6. What happens next?

18 A. (Collin) Essentially, when we calculate our Consumption
19 Tax in the next period, we will credit this overpayment
20 against that. So, we will pay less Consumption Tax.
21 We won't collect any more, we won't collect any less,
22 but we'll just -- we just owe the State less tax,
23 because this an overpayment of an earlier tax.

24 Q. And, have you discussed this with the State of New
{DE 11-105} {11-08-12}

[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]⁷⁶
1 unexpended energy efficiency fund?

2 A. (Collin) If we weren't absorbing it, if the Company was
3 not absorbing it, we would adjust the account balance
4 in the energy efficiency fund by that amount. But,
5 because we're absorbing it, we're leaving the account
6 balance untouched.

7 Q. All right. So, even if you have money left at the end
8 of the year for energy efficiency, that would still
9 roll forward into the next year's fund. It wouldn't be
10 used to -- in any way to absorb some of the amount
11 you've agreed not to recover?

12 A. (Collin) That's correct.

13 Q. All right. And, the same thing for the Low Income
14 Account?

15 A. (Collin) That's correct.

16 Q. We have a customer letter that's in the docketbook, and
17 I won't read it all, but I just -- I think we've been
18 through all of the details here, but I want to give you
19 a few of the sentences that this customer provided to
20 us, and hear your responses to it. He says that he's
21 opposed to seeking the recovery, and says "the Company
22 capitalized off of the mistake and now wants to make
23 the rest of us, who had nothing to do with it, pay it
24 back." Is there any way that Unitil has capitalized
{DE 11-105} {11-08-12}

[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]⁷⁷

1 off of the mistake with the CTs?
2 A. (Collin) With the implementation of the Settlement,
3 certainly not. There was -- is an argument that, had
4 we collected dollars relative to our distribution
5 service over a period of time, and retained those, and
6 not somehow refunded those or given those back, with
7 interest, that would have been the benefit. So, if you
8 look at the total overcharge of a little over
9 \$1.8 million, only about 200,000 is related to base
10 distribution revenues, which is the -- in a sense, is
11 the benefit retained by the Company. That's the
12 earnings before tax, the revenues, earnings that the
13 Company would retain. And, just, as you're familiar,
14 the electric bill is -- the majority of the electric
15 bill is energy charges and other System Benefits
16 Charges and other charges that are reconciling, are not
17 retained by the Company, do not flow to the bottom
18 line, but are essentially reconciled on a cost basis.
19 So, only that 200,000 was, in a sense, a benefit
20 received over the period. We have now refunded all of
21 that, and we've refunded all of that with interest to
22 the customer. So, everybody is made whole in that
23 process.

24 In addition to that, much -- a little
{DE 11-105} {11-08-12}

[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]⁷⁹

1 BY CMSR. SCOTT:
2 Q. Just a follow-up, and perhaps you don't have that kind
3 of information on your fingertips. I was just curious
4 the amount of staff hours you spent on this issue?
5 A. (Collin) Don't have an exact amount, but this has been
6 going on, as you know, since the beginning of 2011.
7 So, it's been, you know, a lengthy period. And, we've
8 taken it very seriously. It's a very serious thing.
9 You can only imagine what it means to our reputation,
10 our integrity, the trust our customers put in us. And,
11 I think we've done everything we can to try to correct
12 the problem with the customer we had, but also with our
13 other customers, to make sure that there are no other
14 problems of this nature. And, we feel this Settlement
15 is a very fair and equitable solution to this, and
16 we're glad to move on from it, and get onto providing
17 our customers with top quality service that they can
18 trust in and count on.

19 CMSR. SCOTT: A good closing.

20 CMSR. HARRINGTON: One final --

21 CHAIRMAN IGNATIUS: Commissioner
22 Harrington, another question.

23 CMSR. HARRINGTON: Just a really quick
24 one.

{DE 11-105} {11-08-12}

[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]⁷⁸

1 more esoteric, is, when we did our rate case recently
2 for UES, we had these revenues, it's 185,000, or I
3 guess the test year portion of that amount, in our
4 revenues. And, so, the rate case, basically, arguably,
5 we got less rate relief because of these revenues were
6 counted in in our rates. And, that's built in. So,
7 year after year, it's as if we were getting these
8 revenues, even though, following the rate case, we
9 discovered this error and are no longer getting these
10 revenues.

11 So, I think there's lots of reasons to
12 say that the Company hasn't capitalized on it. In
13 fact, the Company has paid a significant penalty
14 financially, the over \$600,000 write-off we've had to
15 take, on an item where we earned less than \$200,000
16 over that whole period. So, the Company has tried to
17 make good on this in a number of ways. And, this is
18 certainly not something that we feel we've capitalized
19 on or benefited from at all.

20 CHAIRMAN IGNATIUS: Thank you. I have
21 no other questions. Is there any redirect?

22 MR. EPLER: No thank you.

23 CHAIRMAN IGNATIUS: All right. I'm
24 sorry, Commissioner Scott, another question.

{DE 11-105} {11-08-12}

[WITNESS PANEL: Collin-Asbury-Eisfeller-Furino]⁸⁰

1 BY CMSR. HARRINGTON:
2 Q. How do you intend to inform the customers of this? Or,
3 is it just going to be, they will get a new rate, and
4 it will be a little, slightly higher than it would have
5 been without this Settlement, if you get approval?

6 A. (Collin) Yes, I think, other than the normal, you know,
7 coverage that the press may pick up or something on
8 this issue, I don't think we were seeing making a
9 specific notification on this issue. It will fall in
10 with the rest of the rate adjustments. It's an
11 adjustment to a reconciling balance that we do, you
12 know, every period when we make the rate adjustments.

13 CMSR. HARRINGTON: Thank you.

14 CHAIRMAN IGNATIUS: No redirect?

15 MR. EPLER: No thank you.

16 CHAIRMAN IGNATIUS: All right. Then,
17 you're excused. Thank you. Although, why don't you stay
18 put.

19 Any objection to striking the
20 identification and making the two exhibits full exhibits?

21 MS. HOLLENBERG: No thank you.

22 CHAIRMAN IGNATIUS: All right. Seeing
23 none, we'll do so. And, I take it OCA does not have a
24 request to put anything further in the record?

{DE 11-105} {11-08-12}

1 MS. HOLLENBERG: No, ma'am. I looked
2 back at the docketbook, and having not been involved in
3 the case at the time, I wasn't really able to find a
4 hearing at which would have occurred after the July date
5 that those data responses are dated, at which it would
6 have been used at a hearing or as an exhibit in that
7 hearing. So, I would not ask that it be specifically
8 included for the record at this point in time. Thank you.

9 CHAIRMAN IGNATIUS: All right. Then,
10 unless there's anything else to attend to, administrative
11 matters?

12 (No verbal response)

13 CHAIRMAN IGNATIUS: Then, opportunity
14 for closings. Ms. Hollenberg.

15 MS. HOLLENBERG: Thank you. The Office
16 of Consumer Advocate supports the Settlement it reached
17 with the Staff and Unitil. We appreciate very much
18 everyone's efforts in this docket. And, we're glad to put
19 this case -- to put some sort of closure at this point in
20 time. Thank you.

21 CHAIRMAN IGNATIUS: Mr. Speidel.

22 MR. SPEIDEL: Yes. Thank you, Chairman.
23 This Settlement Agreement is a compromise resolution of
24 all the issues in this proceeding. It is not an admission
{DE 11-105} {11-08-12}

1 patience today. And, we thank the Office of the Consumer
2 Advocate and the Company for its collaboration and its
3 consultation with Staff over this period. And, we ask
4 that the Agreement do receive consideration and approval.
5 Thank you.

6 CHAIRMAN IGNATIUS: Thank you. Attorney
7 Epler.

8 MR. EPLER: Yes, Chairman Ignatius,
9 Commissioners. Just to reiterate, the Company appreciates
10 the active participation and engagement of the Staff and
11 the OCA in the Settlement process. We believe it was a
12 thorough process, that this matter was investigated
13 thoroughly. And, we believe that the Settlement
14 Agreement, for all the reasons that you've heard today
15 from the panel, is a just and reasonable resolution of
16 this matter, and ask for your consideration and approval.
17 Thank you.

18 CHAIRMAN IGNATIUS: Thank you. We will
19 take all of this under advisement. And, I do want to
20 mention one other thing before we close. And, that's,
21 Mr. Epler, if you will, convey back to the Company, that
22 the activity of last week, with the storm, Hurricane
23 sandy, was pretty intense for a lot of people. And, the
24 responsiveness of people from Unitil to all of our
{DE 11-105} {11-08-12}

1 by Staff, Company or the Office of the Consumer Advocate
2 that any allegation or contention in this proceeding by
3 any other party is true or valid, nor does this Settlement
4 Agreement govern future adjudication of these matters by
5 the Commission or the positions of Staff in a future
6 adjudication of such matters.

7 That said, Staff believes that this
8 Agreement does provide a just and reasonable solution to
9 an issue that took place between Unitil and one of its
10 customers. It protects customers from costs that Staff
11 believes should be borne by the utility in this instance.
12 But, at the same time that it protects customers from
13 unnecessary costs, it also provides for the collection of
14 energy charges from the customers who consumed the power.

15 We also note that the Settlement calls
16 for the integration of certain amounts into various
17 accounting features of the Company. And, that the
18 Company, the Staff, and the Office of the Consumer
19 Advocate today have come to an agreement that the
20 integration of those figures into rate recovery would take
21 place next summer. So, we would ask that the Commission,
22 as part of its approval of the Settlement Agreement, if it
23 so elects, would make note of that fact.

24 So, we do thank the Commission for its
{DE 11-105} {11-08-12}

1 questions was just extremely helpful, prompt and thorough,
2 and made it easier for us to get a handle on what was
3 going on and to keep track of changes out in the field,
4 and be able to convey information to municipalities, to
5 the Governor's office, and the various people who were
6 turning to us. So, we really appreciate it. Thank you.

7 MR. EPLER: Thank you.

8 CHAIRMAN IGNATIUS: And, with that, we
9 are adjourned.

10 (Whereupon the hearing ended at 11:51
11 a.m.)

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{DE 11-105} {11-08-12}

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20/1 20/3 20/21 20/24 21/7 22/7 22/20 24/13 27/1 27/4 28/4 28/19 29/17 30/17 34/3 34/13 34/13 34/15 41/7 41/10 42/13 45/15 45/17 46/7 47/13 47/16 48/7 49/8 49/19 51/21 53/21 59/14 60/8 62/12 62/13 65/10 65/11 65/23 65/23 66/7 72/21 73/23 74/8 74/14 74/14 75/12 75/20 76/7 77/8 78/19 81/2 81/3 81/4 81/5 81/6 81/8 81/19 82/12 84/10</p> <p>attached [1] 12/7</p> <p>attempted [2] 34/16 65/18</p> <p>attend [1] 81/10</p> <p>Attorney [4] 35/24 39/4 40/22 83/6</p> <p>August [7] 22/11 24/24 25/15 33/2 33/24 66/12 71/12</p> <p>August 1 [1] 25/15</p> <p>August 1st [5] 22/11 24/24 33/24 66/12 71/12</p> <p>available [1] 22/14</p> <p>aware [3] 8/6 63/23 75/7</p> <p>away [1] 53/18</p>
B		
		<p>back [13] 7/19 19/12 28/14 40/17 40/18 54/10 70/23 75/5 75/7 76/24 77/6 81/2 83/21</p> <p>background [1] 36/23</p> <p>backwards [2] 4/7 42/17</p> <p>balance [3] 76/3 76/6 80/11</p> <p>balanced [2] 73/19 73/21</p> <p>balances [4] 1/8 4/5 14/18 20/17</p> <p>bandwidth [1] 50/7</p> <p>base [5] 17/18 18/11 39/21 69/5 77/9</p> <p>based [12] 14/23 20/13 25/8 25/10 45/11 59/24 60/1 61/13 66/4 67/22 68/3 68/13</p> <p>basically [5] 38/15 56/8 65/15 73/12 78/4</p> <p>basis [6] 41/4 42/23 62/14 62/22 70/15 77/18</p> <p>be [108]</p> <p>because [38] 8/9 9/2 16/24 23/15 26/12 27/14 27/16 37/11 37/14 38/4 42/17 44/10 44/17 44/19 44/22 44/24 50/16 50/17 50/22 51/10 55/15 58/12 59/4 60/23 61/15 61/24 64/2 65/8 67/12 67/17 68/13 68/17 68/24 73/2 74/11 74/23 76/5 78/5</p> <p>becomes [2] 55/3 55/13</p> <p>been [37] 5/16 5/22 5/24 6/8 6/9 6/20 11/16 12/13 12/21 15/15 16/10 16/22 18/7 18/9 19/16 20/10 27/17 37/18 40/19 43/19 49/17 51/20 52/13 62/2 62/6 64/11 67/22 68/17 73/7 74/11 76/17 77/7 79/5 79/7 80/5 81/2 81/6</p> <p>before [16] 5/2 5/23 8/11 10/2 15/17 16/8 22/19 26/24 28/15 34/18 41/20 50/16 60/8 61/1 77/12 83/20</p> <p>began [1] 14/4</p> <p>begin [20] 4/11 5/1 13/20 22/19 23/8 23/12 26/1 26/16 26/19 27/7 28/23 29/11 32/24 41/20 55/20 62/16 62/19 71/19 71/22 71/22</p> <p>beginning [19] 25/12 26/2 26/5 26/6 31/17 31/20 32/16 54/13 55/17 55/19 56/4 56/11 58/3 59/22 60/2 60/17 64/10 72/8 79/6</p> <p>begins [3] 16/15 17/4 38/8</p> <p>behalf [1] 4/14</p> <p>being [5] 29/15 51/24 73/10 73/24 74/1</p> <p>believe [7] 6/5 20/15 41/16 42/6 58/8 83/11 83/13</p> <p>believes [2] 82/7 82/11</p> <p>belt [1] 52/8</p> <p>Bench [1] 41/21</p> <p>benefit [5] 18/12 19/11 77/7 77/11 77/19</p> <p>benefited [3] 16/24 19/18 78/19</p> <p>benefits [4] 13/13 43/17 75/15 77/15</p> <p>best [4] 28/19 29/15 34/8 37/10</p> <p>better [2] 16/2 36/14</p>

B	<p>between [10] 4/9 15/14 27/22 31/18 32/5 32/16 33/21 56/6 60/12 82/9</p> <p>beyond [2] 25/18 55/11</p> <p>bigger [2] 53/19 72/6</p> <p>bill [11] 21/15 22/3 22/4 25/15 25/17 42/13 42/15 42/19 61/15 77/14 77/15</p> <p>billed [5] 12/21 13/14 42/9 67/10 67/20</p> <p>billing [15] 4/5 13/7 13/10 13/18 13/20 14/9 14/12 17/8 17/19 18/13 45/24 49/4 64/19 69/11 75/3</p> <p>bills [3] 13/8 16/20 61/18</p> <p>bit [7] 8/8 24/14 25/2 57/11 57/13 57/14 72/11</p> <p>block [1] 75/12</p> <p>blurred [1] 41/23</p> <p>booking [8] 33/17 56/9 60/15 63/1 63/3 63/8 64/9 71/23</p> <p>borne [1] 82/11</p> <p>both [1] 39/2</p> <p>bother [1] 61/2</p> <p>bottom [1] 77/17</p> <p>bought [1] 53/3</p> <p>box [1] 59/7</p> <p>breaks [1] 75/12</p> <p>brief [2] 12/12 40/15</p> <p>briefing [2] 41/2 41/10</p> <p>bring [2] 19/15 52/23</p> <p>brings [1] 45/7</p> <p>broad [1] 70/4</p> <p>brought [1] 15/8</p> <p>budgets [1] 75/19</p> <p>built [1] 78/6</p> <p>burden [1] 39/13</p> <p>burdened [1] 73/16</p> <p>buried [1] 54/9</p> <p>business [4] 10/24 11/4 11/8 11/12</p> <p>but [78] 5/23 6/5 6/13 6/21 8/10 9/3 9/12 16/21 17/24 19/11 19/16 20/23 22/23 23/10 23/12 23/20 24/12 25/12 25/22 28/3 28/4 29/8 29/24 33/20 36/7 38/12 39/13 40/1 41/9 43/10 43/16 45/22 47/21 47/24 48/19 49/13 50/9 50/17 51/2 51/18 52/9 54/1 54/6 55/19 56/11 59/15 59/21 60/14 60/17 61/4 61/7 61/13 62/3 62/23 64/1 64/10 64/16 66/24 67/14 67/15 68/6 68/16 68/19 69/1 69/7 70/4 70/12 70/18 71/21 74/9 74/22 76/4 76/17 76/18 77/18 79/5 79/12 82/12</p> <p>buy [1] 53/13</p> <p>buying [3] 52/19 53/2 69/23</p>	<p>43/12 43/23 47/14 75/19 78/1 78/4 78/8 81/3 81/19</p> <p>cases [1] 41/23</p> <p>cast [1] 29/8</p> <p>catching [1] 8/8</p> <p>caught [1] 50/12</p> <p>caused [2] 13/4 64/24</p> <p>causing [2] 14/9 67/7</p> <p>centers [1] 54/5</p> <p>cents [1] 22/3</p> <p>certain [6] 1/8 4/4 51/7 61/9 71/24 82/16</p> <p>certainly [6] 5/16 61/7 61/17 61/19 77/3 78/18</p> <p>certainty [1] 65/19</p> <p>certified [1] 47/7</p> <p>certifies [1] 47/15</p> <p>certify [1] 47/16</p> <p>Chair [1] 40/12</p> <p>Chairman [13] 1/10 2/8 6/1 9/23 10/20 22/12 36/3 37/9 40/4 41/19 57/7 81/22 83/8</p> <p>chance [1] 8/12</p> <p>change [37] 22/8 23/11 23/13 23/14 23/16 23/22 25/2 25/15 25/16 25/19 26/17 26/18 26/24 27/1 27/8 27/12 27/14 27/16 28/20 29/5 29/17 33/12 33/13 39/21 43/10 43/11 48/20 48/20 52/11 55/9 61/5 64/2 66/1 66/4 66/7 66/12 71/19</p> <p>changed [4] 50/23 52/10 52/11 66/3</p> <p>changes [18] 12/1 22/23 24/20 24/22 24/22 27/16 29/16 44/24 45/5 55/9 55/13 65/24 66/13 71/13 71/20 72/1 72/2 84/3</p> <p>changing [2] 66/2 66/19</p> <p>charge [21] 17/7 17/14 19/3 19/4 21/19 21/22 22/10 22/10 23/8 23/9 23/10 23/18 24/3 25/5 33/2 43/6 43/23 54/21 61/14 66/17 71/1</p> <p>charged [2] 23/12 43/17</p> <p>charges [12] 13/13 17/21 24/24 25/9 25/14 71/5 73/17 75/13 77/15 77/16 77/16 82/14</p> <p>charging [1] 59/11</p> <p>chart [2] 30/23 32/2</p> <p>check [20] 31/23 32/4 32/10 48/23 48/24 49/21 49/23 49/24 49/24 50/4 50/6 50/10 50/15 50/18 50/20 50/21 51/7 53/16 53/17 53/22</p> <p>checking [11] 34/20 35/2 35/4 35/11 48/21 49/5 51/9 51/22 51/23 51/23 52/7</p> <p>Chief [1] 10/22</p> <p>chose [1] 65/16</p> <p>circumstances [1] 15/2</p> <p>claims [1] 15/14</p> <p>clarification [6] 26/10 39/17 56/21 60/11 62/14 63/14</p> <p>clarify [8] 22/21 23/5 30/6 42/6 57/12 63/22 69/21 75/14</p> <p>clarifying [2] 57/12 64/12</p> <p>class [1] 22/9</p> <p>classes [1] 36/15</p> <p>classification [1] 44/1</p> <p>clauses [1] 71/10</p> <p>clear [7] 7/7 28/4 28/4 28/11 28/18 29/22 38/9</p> <p>Clerk [1] 1/13</p> <p>close [1] 83/20</p> <p>closing [3] 2/17 66/24 79/19</p> <p>closings [1] 81/14</p> <p>closure [1] 81/19</p> <p>Cmsr [2] 2/9 2/12</p> <p>coincide [1] 24/19</p> <p>coinciding [1] 38/15</p> <p>collaboration [1] 83/2</p> <p>colleagues [1] 39/8</p> <p>collect [11] 27/21 27/22 31/20 44/13 54/19 55/1 56/12 60/24 72/6 74/21 74/21</p>	<p>collected [7] 19/8 23/19 24/4 31/17 56/13 58/15 77/4</p> <p>collecting [8] 55/21 60/13 60/14 60/15 63/2 63/5 64/16 64/19</p> <p>collection [8] 14/19 27/3 29/11 32/17 60/17 66/21 71/19 82/13</p> <p>collections [1] 33/1</p> <p>COLLIN [85]</p> <p>come [14] 9/5 24/4 29/24 40/7 43/22 44/7 45/10 45/19 46/17 64/17 65/21 68/7 69/23 82/19</p> <p>comfort [1] 62/13</p> <p>comfortable [2] 61/22 62/8</p> <p>coming [1] 72/16</p> <p>comment [2] 61/24 63/16</p> <p>COMMISSION [34] 1/2 4/10 4/21 5/4 7/3 14/15 15/14 15/17 21/5 23/1 26/3 26/7 26/13 27/11 29/23 33/5 44/5 54/14 54/15 55/10 56/11 57/16 58/4 59/4 59/23 60/3 62/20 64/12 65/9 65/15 65/24 82/5 82/21 82/24</p> <p>Commission's [3] 24/11 56/7 56/23</p> <p>Commissioner [14] 1/11 1/11 28/17 39/15 42/3 57/11 57/23 60/24 64/7 69/18 69/21 74/9 78/24 79/21</p> <p>Commissioners [7] 6/12 8/21 10/20 11/6 40/4 57/7 83/9</p> <p>commitment [1] 71/24</p> <p>common [1] 58/8</p> <p>company [88]</p> <p>Company's [6] 15/1 15/3 17/24 22/7 64/4 72/15</p> <p>compare [1] 46/2</p> <p>completed [3] 14/7 21/6 22/13</p> <p>completely [1] 25/21</p> <p>compliance [2] 39/9 40/7</p> <p>component [4] 16/17 17/3 17/13 18/16</p> <p>components [6] 13/11 16/14 16/15 18/5 20/4 22/23</p> <p>compromise [1] 81/23</p> <p>concept [1] 59/21</p> <p>concern [1] 53/24</p> <p>concert [1] 38/24</p> <p>concessions [1] 73/22</p> <p>Concord [1] 1/4</p> <p>concur [1] 57/2</p> <p>Concurrent [1] 14/13</p> <p>condition [2] 55/8 55/10</p> <p>conditions [1] 50/5</p> <p>conference [4] 6/3 6/13 7/10 9/11</p> <p>conferring [2] 40/4 57/7</p> <p>confidential [6] 9/22 9/22 37/14 39/6 39/11 40/7</p> <p>confidentiality [3] 8/18 9/12 38/3</p> <p>confirm [2] 9/7 11/20</p> <p>confused [4] 25/1 25/21 30/3 48/2</p> <p>confusing [1] 28/22</p> <p>confusion [2] 60/12 64/24</p> <p>connections [3] 49/2 49/3 51/23</p> <p>conservation [1] 69/23</p> <p>consider [3] 8/13 60/20 75/22</p> <p>consideration [4] 4/8 15/1 83/4 83/16</p> <p>consisted [1] 13/10</p> <p>consistent [3] 15/21 28/24 41/6</p> <p>constant [1] 49/5</p> <p>constitute [2] 56/17 60/18</p> <p>consultation [1] 83/3</p> <p>consumed [2] 67/18 82/14</p> <p>Consumer [8] 1/18 4/9 4/19 41/3 81/16 82/1 82/18 83/1</p> <p>consumption [22] 12/15 12/19 67/6 67/8 67/9 67/13 67/21 67/24 68/1 68/2 68/13 68/20 68/21 68/23 69/1 69/2 69/5 74/7 74/10 74/18 74/20 75/9</p> <p>contention [1] 82/2</p>
C	<p>calculate [1] 74/18</p> <p>calculated [3] 27/9 27/18 42/13</p> <p>calculating [2] 14/17 56/4</p> <p>calculations [1] 49/4</p> <p>calendar [2] 45/24 46/3</p> <p>calibrated [1] 35/12</p> <p>call [2] 21/3 69/22</p> <p>called [2] 18/12 41/22</p> <p>calls [1] 82/15</p> <p>came [5] 6/12 29/13 42/13 43/22 54/16</p> <p>can [34] 7/3 8/12 9/17 11/20 16/9 16/11 24/1 26/16 37/13 37/20 38/4 43/4 44/17 44/18 48/15 49/8 53/5 53/6 54/2 55/8 56/20 61/7 62/1 65/23 67/6 67/12 68/22 69/4 71/22 71/23 72/14 79/9 79/11 79/17</p> <p>can't [1] 64/18</p> <p>cannot [1] 35/16</p> <p>capabilities [1] 53/14</p> <p>capitalized [4] 76/22 76/24 78/12 78/18</p> <p>care [1] 12/16</p> <p>Carmody [1] 1/13</p> <p>case [15] 4/9 5/21 8/9 8/22 34/16 39/6</p>	<p>claims [1] 15/14</p> <p>clarification [6] 26/10 39/17 56/21 60/11 62/14 63/14</p> <p>clarify [8] 22/21 23/5 30/6 42/6 57/12 63/22 69/21 75/14</p> <p>clarifying [2] 57/12 64/12</p> <p>class [1] 22/9</p> <p>classes [1] 36/15</p> <p>classification [1] 44/1</p> <p>clauses [1] 71/10</p> <p>clear [7] 7/7 28/4 28/4 28/11 28/18 29/22 38/9</p> <p>Clerk [1] 1/13</p> <p>close [1] 83/20</p> <p>closing [3] 2/17 66/24 79/19</p> <p>closings [1] 81/14</p> <p>closure [1] 81/19</p> <p>Cmsr [2] 2/9 2/12</p> <p>coincide [1] 24/19</p> <p>coinciding [1] 38/15</p> <p>collaboration [1] 83/2</p> <p>colleagues [1] 39/8</p> <p>collect [11] 27/21 27/22 31/20 44/13 54/19 55/1 56/12 60/24 72/6 74/21 74/21</p>	

C		
<p>continue [5] 25/13 50/21 51/1 51/2 73/16 continued [1] 15/1 continuing [2] 12/16 73/14 Contracts [1] 11/7 Control [1] 11/11 controls [1] 14/2 convention [1] 26/21 convey [2] 83/21 84/4 Corp [2] 11/4 11/8 Corporation [1] 10/24 correct [47] 6/2 6/7 6/22 6/22 13/20 14/18 21/10 21/13 23/23 25/6 29/12 30/10 30/16 30/21 30/22 31/2 31/3 31/6 31/9 31/14 31/21 33/6 33/7 36/17 41/23 47/9 48/13 50/11 54/7 55/3 57/23 58/16 58/24 60/4 67/20 68/7 68/9 68/12 68/13 68/20 69/2 69/7 69/14 74/10 76/12 76/15 79/11 corrected [1] 13/7 correcting [1] 69/3 correction [2] 51/11 56/22 corrections [2] 12/1 72/10 correctly [7] 13/20 47/24 48/16 49/1 50/19 64/7 70/2 cost [21] 13/12 19/4 21/22 22/10 23/3 23/10 26/15 42/21 51/16 67/21 67/21 67/24 68/10 68/16 69/9 71/1 71/11 72/23 73/3 73/4 77/18 costly [1] 15/5 costs [18] 17/23 26/14 27/3 29/3 33/4 39/24 42/23 43/13 43/15 44/7 44/10 44/14 51/18 56/9 56/9 68/18 82/10 82/13 could [27] 6/20 9/3 9/7 9/8 10/19 11/16 12/11 14/21 17/9 18/15 20/24 21/4 21/14 30/7 37/5 37/10 37/24 40/12 42/10 46/17 50/22 57/3 61/14 61/23 62/6 63/22 65/10 couldn't [1] 65/6 counsel [6] 6/8 9/6 37/13 38/18 38/20 38/24 count [1] 79/18 counted [1] 78/6 couple [6] 30/6 42/4 65/1 65/2 65/6 75/14 course [4] 14/24 38/19 61/3 62/10 Court [2] 1/23 10/9 coverage [1] 80/7 create [1] 55/22 credit [7] 39/23 40/1 67/8 67/13 68/21 74/16 74/19 critical [1] 29/8 cross [8] 2/10 2/11 6/4 22/14 28/9 38/8 41/16 73/6 cross-examination [5] 2/10 2/11 22/14 28/9 41/16 CT [22] 20/7 34/5 34/19 34/20 34/23 35/2 42/12 47/13 49/20 49/23 50/1 52/2 52/23 53/4 53/5 53/9 53/18 53/20 53/21 54/1 70/1 74/12 CTs [7] 21/3 35/5 35/16 47/4 49/8 52/19 77/1 curious [3] 70/24 71/2 79/3 current [5] 13/2 14/5 14/8 20/7 21/9 currently [1] 34/21 curve [1] 45/2 customer [31] 8/22 9/6 9/10 9/11 13/21 13/22 14/17 15/6 19/23 21/16 22/2 23/21 30/24 31/1 34/18 35/14 35/15 35/19 42/24 44/2 44/2 44/24 46/8 53/8 58/23 67/11 73/15 76/16 76/19 77/22 79/12 customer's [1] 52/15 customers [56] 14/7 16/21 16/23 18/1 19/12 19/18 20/17 21/18 21/20 21/23 28/23 29/11 29/15 30/20 31/17 31/21 32/17 33/1 33/14 34/5 36/15 36/20 39/24 40/2 42/8 42/17 42/22 43/1 43/9 43/13 44/3 44/15</p>	<p>44/20 45/4 45/12 45/15 52/11 56/12 59/11 60/16 60/17 64/1 66/16 66/18 66/20 71/20 72/19 72/22 79/10 79/13 79/17 80/2 82/10 82/10 82/12 82/14 customers' [3] 16/20 35/2 52/17 cycles [2] 45/24 69/11</p>	<p>disagreement [1] 30/1 disclosing [1] 65/4 discovered [5] 13/7 13/17 13/18 38/16 78/9 discovery [1] 16/5 discretion [1] 65/15 discuss [1] 20/1 discussed [8] 18/20 19/21 29/9 52/16 63/23 64/11 71/2 74/24 discussion [9] 15/22 16/8 21/1 28/12 36/9 40/15 40/24 61/24 63/13 discussions [3] 16/7 37/12 65/22 dispute [1] 7/9 distributed [2] 24/5 24/7 distribution [6] 13/11 17/17 17/18 18/11 77/4 77/10 distributor [1] 38/17 Div [1] 1/20 dive [1] 68/24 divide [2] 54/19 54/24 Division [2] 1/20 4/22 do [80] 5/12 6/21 8/17 11/24 12/1 12/3 12/4 12/5 12/6 12/8 12/9 12/10 13/17 20/15 20/19 20/20 23/7 23/11 23/13 25/22 26/22 28/23 29/5 33/8 33/15 37/18 38/3 39/19 40/10 40/22 44/23 45/10 45/12 46/20 47/18 47/22 48/8 48/12 49/20 50/5 50/9 50/16 50/21 51/7 51/20 52/6 52/19 53/12 53/16 53/23 54/3 59/13 63/12 64/3 64/21 65/18 66/2 66/6 66/11 67/4 67/24 68/20 70/7 70/7 70/7 70/8 70/8 70/13 70/13 70/15 70/18 74/4 76/23 77/17 80/2 80/11 80/23 82/24 83/4 83/19 docket [8] 4/3 5/13 5/17 6/14 6/20 14/24 39/10 81/18 docketbook [4] 5/17 7/21 76/16 81/2 document [5] 8/4 8/13 11/20 16/9 40/6 documents [1] 7/23 does [13] 33/3 37/11 37/15 42/14 42/18 47/16 48/20 52/10 55/21 74/15 80/23 82/3 82/8 doesn't [10] 22/24 27/8 29/16 35/13 48/17 55/2 61/5 61/5 66/18 69/12 doing [4] 34/23 48/15 49/15 52/19 dollars [4] 32/15 53/11 54/2 77/4 don't [21] 6/5 7/19 33/18 38/12 40/10 43/3 43/16 49/7 59/20 61/2 61/6 61/17 62/5 63/18 70/12 72/4 75/10 79/2 79/5 80/8 80/17 done [10] 8/12 27/22 49/6 49/18 50/3 50/4 51/24 58/20 71/7 79/11 Donna [2] 1/17 4/18 down [4] 30/24 44/13 57/14 66/10 downward [2] 43/8 43/11 driving [1] 62/12 dual [1] 47/15 due [4] 14/19 19/7 27/1 56/17 duly [1] 10/8 during [8] 6/4 12/17 16/1 27/15 27/18 31/13 65/5 72/22 dust [1] 49/10</p>
	<p>D</p> <p>data [1] 81/5 date [28] 6/16 9/6 24/13 24/14 24/17 25/4 25/7 25/7 25/9 26/4 26/24 27/19 32/19 37/7 56/7 61/11 64/9 64/9 64/15 64/16 65/10 65/19 65/20 65/23 66/21 71/12 71/23 81/4 dated [1] 81/5 dates [6] 24/19 24/20 27/12 29/6 54/11 71/1 dating [1] 37/6 day [17] 23/1 23/7 26/2 26/6 26/6 26/20 27/8 29/4 54/13 54/16 55/2 56/6 56/10 58/3 59/23 60/2 65/13 DE [2] 1/6 4/3 deal [1] 54/11 December [9] 23/6 23/8 23/11 25/3 25/6 27/24 55/18 66/3 71/8 December 1 [1] 66/3 December 1st [7] 23/6 23/11 25/3 25/6 27/24 55/18 71/8 decide [2] 65/9 65/16 Declaratory [1] 1/7 Default [14] 13/12 19/1 21/17 22/8 23/9 24/22 25/14 58/6 58/12 65/2 66/4 66/12 70/24 71/5 definitely [1] 57/3 definition [1] 55/18 delayed [2] 25/18 25/18 deliberate [1] 65/15 Delivery [7] 19/3 21/19 22/10 23/3 23/9 70/24 71/11 demand [1] 39/2 depending [2] 24/12 33/2 deposit [1] 19/23 describe [2] 17/10 18/15 described [3] 7/23 20/2 49/14 describing [1] 37/18 description [1] 58/1 desire [1] 15/3 detail [2] 39/12 40/8 detailed [1] 39/5 details [2] 44/18 76/18 detected [1] 34/22 deteriorated [1] 48/17 deterioration [4] 49/2 49/8 50/15 51/24 determine [1] 34/17 determined [2] 14/8 27/17 did [10] 13/17 14/6 15/18 19/10 39/5 41/12 41/13 65/8 65/21 78/1 didn't [8] 9/13 45/19 50/9 50/16 50/16 67/11 68/7 73/20 difference [4] 31/18 33/21 46/5 55/2 different [15] 13/10 43/24 45/21 52/12 53/4 53/4 53/9 53/12 60/1 67/3 69/11 71/6 72/13 72/16 75/13 differential [1] 69/10 differently [1] 49/15 difficult [4] 46/2 50/2 50/5 55/7 Dir. [1] 1/20 Dir./Electric [1] 1/20 direct [7] 2/7 10/16 22/13 30/18 32/24 36/5 36/23 direction [1] 11/21 directly [1] 46/2 Director [3] 11/3 11/7 11/11 dirt [2] 49/9 51/23 disadvantage [1] 8/8 disagree [2] 29/21 39/8</p>	<p>E</p> <p>each [8] 10/18 12/6 19/5 19/13 22/23 47/14 54/4 63/11 earlier [3] 24/14 34/5 74/23 early [1] 13/19 earned [1] 78/15 earnings [3] 17/15 77/12 77/12 easier [2] 70/9 84/2 easy [1] 70/10 economic [1] 73/21 economics [3] 29/17 72/13 72/21 effect [8] 22/7 22/22 23/19 42/10 44/16 47/8 60/1 61/5</p>

E		
effective [1] 54/16 effects [1] 66/16 efficiency [7] 75/16 75/18 75/20 75/24 76/1 76/4 76/8 efficient [4] 28/22 29/15 52/4 59/12 efforts [8] 20/9 37/6 37/7 37/18 40/8 40/20 41/2 81/18 eight [1] 72/7 EISFELLER [39] 2/5 10/7 10/14 11/10 11/10 11/19 11/23 12/5 12/10 20/22 21/6 21/13 34/9 34/12 35/1 35/4 35/7 35/10 35/15 35/19 46/21 47/1 47/4 47/9 47/12 48/4 48/13 48/24 49/20 50/11 51/1 51/6 51/10 51/14 52/22 53/3 53/13 54/4 54/7 either [3] 38/17 46/6 46/15 elect [1] 58/16 election [1] 59/14 electric [8] 1/20 1/20 4/22 12/23 13/1 42/15 77/14 77/14 electricity [3] 12/18 45/13 70/17 elects [1] 82/23 element [1] 63/11 Eleven [1] 31/7 else [6] 42/18 62/1 64/17 67/14 67/17 81/10 elucidated [1] 59/10 end [13] 24/13 24/19 24/20 25/4 25/7 45/15 65/18 66/21 71/1 71/23 75/17 75/20 76/7 ended [1] 84/10 ends [1] 44/6 energy [20] 1/7 1/15 4/15 10/22 11/7 11/11 12/15 13/12 67/10 67/11 73/2 75/15 75/17 75/20 75/24 76/1 76/4 76/8 77/15 82/14 Energy's [1] 10/23 engage [2] 20/11 37/8 engagement [1] 83/10 English [1] 55/16 ensued [1] 40/16 ensure [3] 13/22 14/2 14/6 entered [3] 6/6 6/8 14/4 entire [5] 15/11 18/13 24/6 24/8 75/17 environments [1] 49/9 Epler [10] 1/15 2/7 2/20 4/12 4/14 37/17 63/12 64/21 83/7 83/21 equipment [6] 20/7 20/8 37/4 37/5 52/10 52/14 equitable [2] 15/4 79/15 erroneously [1] 13/3 error [8] 13/17 13/18 17/8 17/19 18/14 36/19 38/15 78/9 errors [1] 45/5 esoteric [1] 78/1 especially [2] 59/19 64/4 Esq [3] 1/15 1/17 1/19 essentially [14] 7/7 9/5 15/9 16/13 17/7 17/13 18/22 45/5 59/11 67/9 72/17 73/16 74/18 77/18 established [1] 12/23 establishes [1] 27/2 estimate [2] 21/15 33/20 estimated [4] 21/17 21/20 21/23 25/15 estimates [1] 26/24 etcetera [1] 58/7 evaluate [1] 70/16 even [4] 8/5 75/5 76/7 78/8 ever [4] 5/24 7/20 7/21 75/7 every [10] 35/5 48/1 48/5 48/7 49/6 49/16 51/9 51/15 67/16 80/12 everybody [2] 72/15 77/22 everyone [2] 62/1 69/16 everyone's [1] 81/18	exactly [3] 49/13 56/16 79/11 exact [3] 33/18 53/14 79/5 exacting [1] 49/24 exactly [2] 57/10 69/13 examination [8] 2/7 2/10 2/11 10/16 22/13 22/14 28/9 41/16 except [1] 58/22 excuse [5] 40/20 43/3 56/24 57/8 57/20 excused [1] 80/17 Exeter [4] 4/6 4/6 12/14 12/17 exhibit [17] 3/3 5/5 5/7 5/11 6/9 6/21 7/1 7/16 7/24 8/1 9/1 11/17 16/10 36/7 36/8 37/2 81/6 Exhibit 2 [2] 36/7 36/8 exhibits [5] 5/4 5/13 12/7 80/20 80/20 exist [1] 67/12 expand [1] 9/8 expect [2] 59/4 75/10 expected [2] 49/22 50/7 expending [1] 75/17 expense [2] 53/19 53/22 expenses [1] 39/24 expensive [1] 53/10 experience [1] 52/8 expert [1] 69/1 explain [4] 14/21 17/9 29/14 38/13 explaining [1] 51/19 extend [1] 24/17 extended [2] 6/3 73/11 extent [4] 39/18 39/23 61/9 67/11 External [6] 19/2 21/19 22/10 23/2 23/9 71/11 extra [1] 54/21 extremely [1] 84/1	find [3] 50/19 60/21 81/3 findings [1] 55/10 fine [4] 7/19 37/17 38/3 46/13 fingertips [1] 79/3 finish [1] 66/24 first [27] 5/4 16/16 17/13 17/16 18/23 21/17 23/1 23/7 24/5 24/10 26/2 26/5 26/6 26/20 29/4 54/13 54/16 56/6 56/10 58/3 58/11 59/23 60/2 64/23 65/13 69/22 71/19 firstly [1] 31/24 fixed [7] 24/13 25/4 25/7 27/2 44/11 44/21 64/10 flow [1] 77/17 flowed [3] 19/12 28/14 45/13 follow [3] 24/1 59/19 79/2 follow-up [1] 79/2 following [15] 15/19 23/7 24/11 26/3 26/7 54/14 56/7 58/4 59/23 60/2 63/10 65/13 74/9 74/16 78/8 foregoing [1] 32/18 forgetting [1] 67/14 formal [1] 16/4 forward [2] 75/18 76/9 found [2] 5/18 21/8 four [8] 35/5 35/7 48/1 48/7 49/6 49/16 51/9 51/15 four-year [1] 35/7 frame [1] 38/15 frankly [1] 65/22 fresh [1] 6/13 full [3] 10/19 72/18 80/20 fully [2] 38/24 52/18 function [1] 13/15 functional [1] 48/15 fund [4] 75/24 76/1 76/4 76/9 funds [2] 58/13 63/5 FURINO [10] 2/5 10/8 10/15 11/6 11/7 11/20 11/24 12/4 12/9 68/22 further [8] 10/2 15/16 20/11 20/20 38/10 40/22 64/22 80/24 future [3] 37/7 82/4 82/5
	F	G
	facilities [5] 12/16 12/20 13/22 13/24 14/1 facility [6] 12/20 12/24 12/24 13/16 46/18 52/2 fact [6] 29/10 31/16 42/16 47/24 78/13 82/23 factor [1] 47/19 facts [1] 15/1 failing [1] 57/14 fair [2] 15/3 79/15 fairly [1] 23/15 fall [2] 61/1 80/9 fallen [1] 57/13 familiar [1] 77/13 far [3] 48/19 75/5 75/7 fashion [1] 65/16 fault [2] 50/13 63/23 feature [7] 27/2 58/13 58/14 58/19 59/6 62/20 63/11 features [1] 82/17 February [1] 12/18 February 2011 [1] 12/18 feedback [1] 62/3 feel [3] 59/12 78/18 79/14 felt [1] 23/15 few [3] 24/2 61/4 76/19 field [8] 34/21 49/21 50/3 50/4 50/5 50/20 52/24 84/3 figure [6] 33/18 43/22 47/18 54/20 61/1 61/8 figures [4] 24/24 25/8 25/10 82/20 file [2] 6/14 6/20 filed [15] 4/9 5/6 5/9 5/16 5/19 7/8 8/19 9/12 14/14 15/13 15/23 34/9 39/9 40/6 44/5 filing [11] 6/11 6/11 6/12 7/3 8/23 14/23 16/3 16/3 39/9 40/7 65/3 filling [1] 61/3 final [2] 15/12 79/20 finalized [1] 65/7 Financial [1] 10/23	G1 [27] 19/1 21/18 22/9 22/24 44/2 44/3 44/15 44/20 44/21 44/23 44/23 44/24 45/2 45/3 45/4 45/6 45/12 45/15 45/23 58/5 58/12 68/6 68/9 68/17 69/1 69/7 71/6 Gary [2] 1/15 4/14 gave [2] 24/15 25/8 general [4] 36/18 38/14 42/20 58/17 genesis [1] 12/12 germane [1] 58/22 get [27] 4/6 21/24 23/12 39/17 39/18 43/1 44/18 44/18 44/23 45/7 46/9 49/19 50/3 50/22 52/10 52/10 53/6 54/8 55/24 62/13 65/6 65/19 68/23 79/16 80/3 80/5 84/2 gets [6] 27/10 43/21 45/4 46/13 47/5 69/10 getting [9] 41/23 42/15 42/19 51/21 54/9 54/10 68/7 78/7 78/9 give [5] 26/9 38/11 65/15 72/14 76/18 given [6] 31/16 50/5 66/7 66/8 66/15 77/6 glad [3] 51/10 79/16 81/18 glitches [1] 65/6 go [16] 7/19 10/10 38/9 39/6 39/9 39/19 40/13 43/14 44/13 45/17 49/20 50/14 55/10 63/18 66/9 75/7 goes [1] 48/19 going [33] 7/6 8/7 25/4 26/1 29/11 30/7 33/3 33/15 34/17 36/16 43/1 48/11 48/20 50/14 50/18 51/2 51/9 52/12 52/23 54/20 54/22 54/24 55/7 55/20 65/19 68/24 69/20 70/3 72/13 75/5 79/6 80/3 84/3 gone [1] 43/13 good [16] 4/13 4/16 4/17 4/23 5/1 6/18

G	35/6 35/11 35/18 Hurricane [1] 83/22	intended [1] 29/21 intends [1] 71/18 intense [1] 83/23 intent [2] 65/1 66/20 interest [36] 14/12 15/11 18/2 19/23 20/17 27/3 27/7 27/9 27/14 27/16 30/19 30/24 31/4 31/12 31/17 31/20 32/13 32/17 32/18 33/13 58/7 58/23 64/5 64/9 64/16 72/18 72/20 72/24 73/1 73/5 73/7 73/13 73/14 73/17 77/7 77/21 interested [1] 51/16 internal [1] 48/18 interrelated [1] 36/10 Interrogatories [3] 2/8 2/9 2/12 interstices [1] 61/4 into [21] 6/6 38/8 38/20 44/18 44/18 55/1 56/13 58/14 58/16 61/2 63/9 63/10 65/9 66/23 69/24 73/3 73/18 75/18 76/9 82/16 82/20 inventory [1] 53/2 investigate [2] 13/21 14/4 investigated [1] 83/12 investigating [1] 51/22 involve [2] 37/12 37/15 involved [1] 81/2 involves [1] 4/3 is [207] isn't [5] 25/6 25/21 28/11 56/3 71/21 issue [18] 4/5 9/7 15/4 15/17 37/19 52/1 52/6 55/22 56/22 57/13 62/2 67/23 70/1 75/11 79/4 80/8 80/9 82/9 issued [3] 13/8 39/1 62/19 issues [2] 70/20 81/24 it [183] it's [56] 7/20 7/21 8/14 23/1 25/4 28/18 29/23 29/24 33/2 33/20 35/12 37/16 46/2 46/12 47/16 48/7 48/16 49/23 49/24 49/24 50/2 50/4 50/5 50/6 50/6 50/20 51/1 51/3 51/6 51/6 52/9 53/9 54/6 55/18 56/20 59/2 59/12 60/7 60/15 62/12 62/13 66/18 67/4 68/3 70/9 70/9 71/22 72/11 74/6 75/2 75/2 78/2 78/7 79/7 79/8 80/10 item [1] 78/15 items [3] 18/4 18/20 18/21 its [15] 15/18 15/24 19/11 34/20 37/12 38/19 58/5 58/16 59/15 64/13 82/9 82/22 82/24 83/2 83/2 itself [1] 54/10
good... [10] 10/20 11/2 11/6 11/10 40/9 51/1 52/16 56/20 78/17 79/19 got [4] 65/9 73/2 74/8 78/5 govern [1] 82/4 Governor's [1] 84/5 Grant [2] 1/20 4/21 Great [1] 32/23 growing [1] 4/5 guess [13] 6/4 21/3 25/20 29/7 45/7 48/14 51/4 53/24 56/15 60/12 63/21 64/6 78/3	I I'd [2] 4/2 51/16 I'll [4] 11/14 38/11 42/7 69/22 I'm [37] 6/15 7/21 10/21 11/3 11/11 24/13 25/1 29/7 30/2 30/7 32/6 36/22 37/22 41/23 42/18 43/21 45/7 47/18 48/2 49/13 49/19 51/4 51/10 52/22 60/21 62/1 62/3 64/1 67/5 67/24 68/24 69/16 69/20 74/15 74/16 75/6 78/23 I've [5] 21/17 21/20 21/23 22/13 41/13 idea [1] 40/10 Ideally [1] 41/8 identification [4] 5/7 5/10 8/2 80/20 identify [2] 8/21 12/14 if [72] 6/8 6/19 7/3 7/20 7/21 8/14 9/8 10/18 20/9 20/23 22/5 23/1 23/5 24/1 24/13 24/14 25/2 25/4 25/5 25/23 27/18 30/6 30/17 30/23 34/3 37/10 37/11 37/13 38/7 38/9 39/22 41/9 42/16 42/22 45/3 45/10 47/19 48/21 49/24 50/6 50/18 50/22 53/16 55/6 55/11 55/16 56/16 60/1 60/16 61/1 61/23 62/13 64/6 64/9 64/16 64/24 65/1 68/22 70/2 70/6 70/12 72/21 73/14 75/19 76/2 76/2 76/7 77/7 78/7 80/5 82/22 83/21 Ignatius [6] 1/10 2/8 6/2 9/23 22/13 83/8 imagine [1] 79/9 immediate [1] 13/19 immediately [6] 24/11 26/3 26/7 54/13 58/3 59/23 impact [8] 21/18 21/21 21/23 22/1 22/4 24/24 64/5 73/21 impacted [1] 44/24 impacts [5] 21/15 22/6 23/15 25/15 25/17 implement [3] 24/21 24/22 28/19 implementation [1] 77/2 implemented [2] 14/1 65/14 implementing [1] 25/19 important [4] 15/6 38/4 51/17 65/20 importantly [1] 15/3 in [218] INC [3] 1/7 1/15 4/15 include [2] 48/10 56/5 included [4] 7/4 65/3 65/12 81/8 including [4] 3/5 13/11 17/22 21/7 income [2] 17/7 76/13 incorrect [1] 69/3 incorrectly [3] 12/21 42/12 46/21 increase [1] 62/17 incurred [1] 33/4 incurring [1] 73/8 inform [1] 80/2 informal [1] 40/24 information [6] 9/10 36/23 39/5 40/20 79/3 84/4 informational [4] 37/21 38/1 38/1 39/10 infrastructure [2] 36/11 36/12 initial [4] 7/8 7/20 30/11 65/3 initially [4] 12/23 14/10 50/19 65/7 inspection [1] 21/2 install [3] 35/11 35/15 35/19 installation [8] 13/2 35/10 47/22 48/5 48/6 48/24 49/11 50/20 installations [5] 21/3 21/7 51/12 52/12 52/17 installed [5] 49/1 49/9 53/5 53/6 53/8 instance [1] 82/11 instead [1] 25/3 instrumented [2] 21/2 48/6 integrate [2] 58/16 62/17 integration [4] 63/9 63/10 82/16 82/20 integrity [1] 79/10 intend [1] 80/2	J January [5] 13/9 25/3 54/17 54/18 66/3 January 1 [1] 66/3 January 1st [2] 54/17 54/18 jibe [1] 70/12 job [1] 61/2 Jody [1] 1/13 joint [7] 3/5 3/6 5/5 5/8 11/15 11/18 20/24 judgment [1] 29/8 July [3] 6/10 71/2 81/4 July 18th [1] 6/10 July 31st [1] 71/2 June [36] 22/9 24/23 25/12 25/14 26/5 26/8 27/4 27/4 27/6 27/9 27/15 27/20 27/22 29/12 30/21 31/18 32/20 33/1 33/24 54/23 54/24 55/21 56/5 56/13 59/13 60/4 60/8 60/18 61/11 62/16 62/18 64/1 64/10 66/11 71/8 73/9 June 1 [5] 22/9 31/18 56/5 56/13 64/10 June 1st [19] 24/23 25/12 25/14 26/5 26/8 27/6 27/15 27/20 27/22 30/21 33/24 54/23 54/24 60/4 60/8 60/18 61/11 66/11 71/8 just [84] 5/3 9/9 20/15 20/23 22/4 22/20 22/21 22/22 24/9 25/2 25/24 26/21 28/11 29/9 29/22 29/24 30/6 30/7 30/9 36/22 36/22 36/23 39/10 39/12 39/17 40/13 42/4
H had [20] 9/5 12/13 12/21 13/4 15/15 16/22 29/13 30/11 35/13 37/12 49/1 65/2 65/3 71/15 75/19 76/23 77/3 78/2 78/14 79/12 half [4] 16/1 18/10 22/4 50/3 HAMPSHIRE [11] 1/1 1/4 11/1 11/5 11/9 11/13 12/17 21/7 34/14 67/10 75/1 Hampton [3] 11/1 11/4 11/9 handle [1] 84/2 happen [4] 14/3 24/12 43/12 61/23 happened [2] 7/7 65/4 happens [2] 42/21 74/17 happy [2] 62/1 69/16 hard [1] 25/21 harmful [1] 66/16 Harrington [7] 1/11 2/9 28/17 42/3 64/7 69/21 79/22 Harrington's [1] 74/9 has [30] 5/23 7/7 11/16 18/7 20/5 20/10 26/12 27/17 27/17 28/17 30/1 31/16 34/19 35/15 37/12 37/17 46/23 51/19 53/13 60/20 62/1 62/15 63/11 72/19 73/4 73/24 76/24 78/13 78/16 79/5 hasn't [3] 48/17 67/22 78/12 have [118] haven't [1] 49/17 having [4] 23/11 34/15 75/7 81/2 He [1] 76/20 he's [2] 68/24 76/20 hear [2] 69/16 76/20 heard [2] 70/2 83/14 hearing [11] 4/3 4/7 5/23 9/1 28/15 39/13 40/6 81/4 81/6 81/7 84/10 helpful [2] 70/22 84/1 helps [1] 28/5 Hence [1] 53/8 here [19] 4/18 5/22 14/15 15/22 17/16 18/4 18/20 43/23 45/11 45/20 46/7 50/13 58/2 63/2 63/7 66/24 69/3 72/14 76/18 herewith [1] 7/24 high [1] 42/14 higher [5] 53/22 69/8 74/11 74/12 80/4 history [2] 9/14 34/16 hit [1] 61/18 Hold [1] 57/5 holds [1] 27/13 Hollenberg [9] 1/17 2/10 2/18 4/18 8/4 22/16 28/8 63/20 81/14 hope [1] 67/4 hoping [1] 39/17 hour [9] 21/19 21/21 21/24 22/1 42/23 43/18 44/4 46/4 68/3 hours [20] 13/16 22/2 43/7 43/8 43/10 44/10 45/14 45/16 45/19 45/22 46/9 46/9 67/20 67/22 68/5 68/9 68/10 68/12 68/14 79/4 how [21] 8/11 33/15 34/5 35/2 36/10 36/18 39/1 42/14 42/18 43/2 43/7 45/19 47/18 50/18 51/8 53/12 54/20 55/1 61/22 74/15 80/2 however [2] 26/18 72/21 huh [9] 28/21 29/2 29/18 33/23 34/1 34/11		

J	just... [57] 42/6 42/7 42/11 42/18 43/3 45/11 46/9 46/12 48/21 49/16 51/3 52/8 52/16 54/14 56/16 56/24 59/18 59/20 61/14 61/16 61/23 62/5 62/13 63/4 63/17 63/22 64/15 64/23 64/24 65/18 66/1 66/3 66/5 66/6 67/6 68/19 68/22 69/12 69/21 70/20 70/24 71/2 71/5 71/22 73/15 74/22 74/22 76/17 77/13 79/2 79/3 79/23 80/3 82/8 83/9 83/15 84/1 JUSTIN [8] 2/5 10/7 10/14 11/10 11/19 34/7 51/19 52/3	let's [16] 4/11 6/9 23/5 24/2 25/2 25/17 38/3 38/9 45/10 54/14 54/19 57/18 64/19 65/19 66/24 67/14 letter [2] 15/13 76/16 letters [1] 39/2 level [1] 19/15 levels [1] 47/14 liability [1] 46/23 Liberty [3] 10/24 11/4 11/9 light [3] 40/23 42/15 64/4 like [17] 4/2 6/24 20/1 22/5 26/4 36/5 44/15 46/8 48/18 57/11 59/10 62/24 63/15 70/4 70/8 70/20 72/7 limited [1] 38/22 line [4] 17/16 30/24 57/12 77/18 lined [1] 52/13 lines [1] 70/18 listed [2] 18/4 19/5 litigation [1] 15/5 little [16] 8/8 9/1 24/14 25/1 30/12 39/12 47/21 48/2 57/11 57/13 57/14 73/23 75/12 77/8 77/24 80/4 load [8] 35/16 35/17 35/21 45/2 47/13 47/23 49/21 50/20 located [1] 12/16 locations [1] 48/7 locked [1] 27/14 long [6] 25/13 26/23 27/13 48/22 60/3 60/7 longer [3] 9/22 73/15 78/9 look [13] 8/12 22/20 28/19 30/17 30/23 38/20 45/17 46/7 55/14 60/8 70/19 72/21 77/8 looked [3] 34/13 34/13 81/1 looking [11] 6/19 34/15 46/13 53/14 53/15 62/3 65/23 65/23 66/7 74/14 75/12 looks [2] 53/21 72/7 loss [2] 70/6 70/8 losses [4] 46/6 70/3 70/15 70/17 lost [3] 41/13 46/10 74/8 lot [5] 45/21 51/18 61/24 72/13 83/23 lots [1] 78/11 Low [1] 76/13 lower [6] 16/21 42/15 42/19 43/18 44/4 68/17 lump [2] 58/20 72/6	may [17] 8/5 14/11 20/6 24/12 24/12 27/24 30/6 32/6 32/7 34/9 37/10 39/6 55/23 56/19 59/9 62/24 80/7 May 2011 [1] 14/11 maybe [11] 5/23 9/6 22/20 43/3 43/3 49/10 51/3 55/18 59/20 68/22 69/4 McFarland [2] 1/17 4/18 McNamara [2] 22/21 41/22 me [29] 4/21 6/19 8/8 17/12 22/21 23/4 25/21 26/3 26/4 26/9 28/5 40/20 41/23 42/11 43/3 43/21 45/7 46/13 47/5 51/3 55/16 55/19 56/24 57/8 57/20 59/18 68/23 69/4 70/10 mean [11] 5/15 42/11 43/16 50/18 50/23 51/17 59/20 61/22 63/3 67/24 70/16 meaningless [2] 60/7 60/9 meanings [3] 57/15 59/17 59/20 means [3] 55/6 58/10 79/9 meant [1] 60/13 measurable [1] 70/21 measure [2] 70/15 70/19 measured [3] 44/11 44/20 45/1 Measurement [1] 11/11 measurements [1] 45/12 measures [1] 47/13 mechanical [1] 29/5 mechanism [8] 19/13 36/19 49/15 50/13 58/1 58/6 58/13 59/6 mechanisms [12] 16/19 17/2 18/22 18/23 19/8 19/9 19/15 23/9 23/12 26/15 26/17 29/6 megawatt [1] 67/16 mention [3] 9/3 9/4 83/20 mentioned [1] 47/21 meter [6] 42/16 48/7 49/23 51/22 69/5 69/6 metered [3] 13/15 45/2 45/22 metering [4] 36/11 46/6 70/3 70/9 meters [5] 45/18 45/18 46/3 52/10 69/24 methodology [2] 64/11 64/13 Michael [1] 1/11 middle [1] 21/1 might [5] 18/11 39/9 39/13 55/24 59/3 million [8] 30/10 30/13 30/15 31/10 58/7 73/23 73/24 77/9 mind [1] 33/8 minimal [2] 34/1 64/5 minimum [1] 35/4 minor [2] 70/22 75/10 minus [1] 39/24 minute [1] 74/8 mislabeled [4] 20/7 21/8 46/15 50/22 mislabeling [4] 48/22 50/14 50/17 50/21 miss [1] 46/14 missed [1] 52/22 misstated [1] 51/14 mistake [3] 62/24 76/22 77/1 mistakes [1] 49/7 mixed [1] 68/8 modified [1] 48/9 moment [4] 22/18 22/20 40/13 63/17 money [8] 31/12 31/19 33/14 33/17 51/4 54/19 55/21 76/7 monies [1] 75/20 month [29] 22/3 23/1 23/6 24/5 24/11 25/5 26/2 26/7 26/20 27/10 29/3 29/4 31/22 33/5 35/20 45/16 45/24 46/3 54/13 54/16 54/21 56/6 56/10 58/3 59/23 60/2 61/18 62/19 65/13 month's [2] 60/3 61/15 monthly [1] 22/3 months [5] 20/10 24/2 32/5 54/19 54/23 more [19] 11/17 18/10 25/5 39/5 39/12 40/8 40/10 40/19 42/24 43/13 43/14 44/18 48/23 50/1 68/18 69/9 74/21 75/21 78/1
K	KAREN [6] 2/4 10/7 10/13 11/2 11/19 27/17 Karen's [1] 26/24 keep [2] 52/7 84/3 keeps [1] 66/16 kilowatt [28] 13/16 21/19 21/21 21/24 22/1 22/2 42/23 43/7 43/8 43/10 43/18 44/4 44/10 45/14 45/16 45/19 45/22 46/4 46/9 46/9 67/20 67/22 68/3 68/5 68/9 68/10 68/12 68/14 kilowatt-hour [7] 21/19 21/21 21/24 22/1 42/23 46/4 68/3 kilowatt-hours [19] 13/16 22/2 43/7 43/8 43/10 44/10 45/14 45/16 45/19 45/22 46/9 46/9 67/20 67/22 68/5 68/9 68/10 68/12 68/14 kind [12] 29/8 46/19 55/14 57/13 59/14 60/8 67/6 69/11 70/8 70/19 73/9 79/2 kinds [1] 34/24 know [35] 8/18 17/12 23/6 25/13 34/13 34/15 34/15 36/24 43/2 43/6 43/7 45/1 45/3 46/4 48/9 50/3 52/5 52/6 52/7 52/8 52/14 53/10 54/11 56/19 62/5 69/10 70/10 70/12 72/5 72/24 73/19 79/6 79/7 80/6 80/12 known [3] 12/20 27/17 44/21	longer [3] 9/22 73/15 78/9 look [13] 8/12 22/20 28/19 30/17 30/23 38/20 45/17 46/7 55/14 60/8 70/19 72/21 77/8 looked [3] 34/13 34/13 81/1 looking [11] 6/19 34/15 46/13 53/14 53/15 62/3 65/23 65/23 66/7 74/14 75/12 looks [2] 53/21 72/7 loss [2] 70/6 70/8 losses [4] 46/6 70/3 70/15 70/17 lost [3] 41/13 46/10 74/8 lot [5] 45/21 51/18 61/24 72/13 83/23 lots [1] 78/11 Low [1] 76/13 lower [6] 16/21 42/15 42/19 43/18 44/4 68/17 lump [2] 58/20 72/6	
L	lab [2] 50/2 53/22 label [2] 50/8 52/6 labeled [7] 13/4 42/12 46/21 47/11 47/24 49/23 50/19 labeling [1] 47/17 labels [5] 46/19 48/3 48/22 49/17 50/23 labor [1] 53/20 laboratory [1] 50/6 lack [1] 36/14 lag [3] 31/22 46/6 70/3 laid [2] 16/15 69/22 Lane [3] 11/1 11/4 11/9 language [4] 41/6 65/12 65/18 74/16 large [2] 44/2 73/20 larger [1] 44/19 last [5] 59/19 66/4 69/17 74/8 83/22 lastly [1] 73/12 later [1] 24/14 latter [1] 16/1 laws [1] 69/22 LCR [1] 1/23 learned [1] 12/18 least [2] 28/4 28/22 leaving [1] 76/5 led [3] 16/7 36/19 74/4 left [2] 40/19 76/7 legal [3] 37/10 37/15 55/22 length [1] 75/8 lengthy [3] 15/4 51/6 79/7 less [11] 42/9 42/24 44/7 44/10 72/22 73/2 74/20 74/21 74/22 78/5 78/15 let [8] 17/12 22/20 23/4 26/9 59/18 68/23 68/24 69/4	M ma'am [1] 81/1 Madam [2] 37/9 40/12 made [13] 14/22 15/9 27/8 30/11 30/12 37/18 45/14 49/7 65/3 73/1 73/8 77/22 84/2 maintain [1] 15/5 major [3] 16/13 18/15 20/4 majority [1] 77/14 make [27] 29/22 33/12 35/12 43/4 45/5 45/11 48/15 49/6 51/11 52/17 55/2 55/9 55/15 61/23 63/15 64/2 65/10 65/11 66/13 72/1 72/2 72/10 76/22 78/17 79/13 80/12 82/23 makes [2] 47/23 55/10 making [5] 29/16 33/22 52/13 80/8 80/20 manufacturer [11] 20/6 20/12 37/5 38/17 39/2 39/19 40/9 40/21 46/16 46/20 46/22 manufacturer's [1] 46/17 many [5] 6/17 34/5 43/7 51/8 53/12 map [1] 7/7 March [3] 8/9 8/19 8/19 mark [8] 2/4 5/6 5/10 7/15 10/6 10/12 10/21 37/14 marked [6] 5/24 6/10 6/21 7/1 7/24 16/10 Massachusetts [1] 21/8 materials [1] 6/11 matter [11] 20/16 27/9 38/18 38/21 39/1 42/20 48/21 49/16 62/12 83/12 83/16 matters [5] 5/1 15/22 81/11 82/4 82/6	

M	normal [10] 22/7 23/14 23/16 26/18 26/24 27/12 27/15 27/18 35/8 80/6 normally [4] 22/7 24/20 65/11 66/13 not [90] note [3] 22/5 82/15 82/23 notes [1] 22/20 nothing [6] 5/18 5/23 10/4 64/17 67/4 76/23 notice [1] 45/20 noticed [1] 4/7 noticing [1] 47/20 notification [1] 80/9 November [10] 1/4 23/6 24/18 27/23 54/18 54/24 58/5 61/1 61/14 71/3 November 30th [6] 24/18 27/23 54/18 54/24 58/5 61/1 now [16] 6/10 18/15 21/11 26/4 28/14 33/22 34/24 35/8 38/13 50/17 54/21 55/14 72/5 72/5 76/22 77/20 number [14] 5/7 5/11 6/4 11/17 16/10 34/12 34/13 34/17 45/11 46/8 51/8 51/14 53/15 78/17 numbers [3] 24/15 30/8 44/22	onward [1] 58/10 open [3] 4/2 53/5 53/7 operating [1] 54/5 operation [1] 50/7 opportunity [1] 81/13 opposed [6] 33/17 64/1 64/11 64/12 66/2 76/21 options [3] 38/19 38/21 38/23 or [69] 9/1 9/13 11/21 12/1 17/7 18/8 18/11 20/6 20/7 20/12 22/3 24/2 24/5 24/12 24/17 26/7 27/24 27/24 28/24 31/4 31/8 31/10 32/14 33/1 33/14 33/24 35/20 38/1 38/17 39/20 42/10 45/5 46/6 46/16 47/7 48/17 48/18 48/21 49/2 49/16 49/23 50/12 52/20 53/2 54/3 55/9 55/10 56/9 56/22 59/6 64/19 66/2 66/3 68/7 70/19 74/3 74/4 75/7 75/21 77/6 78/2 78/19 80/2 80/7 81/6 82/1 82/2 82/3 82/5 oral [3] 41/1 41/9 61/3 order [12] 14/18 17/9 26/22 44/13 55/16 56/7 56/17 56/23 62/14 64/13 65/10 65/24 original [4] 6/11 6/24 8/24 9/2 other [44] 13/13 13/23 13/23 14/6 14/8 14/15 16/20 16/21 16/23 18/1 18/5 19/12 19/17 19/24 21/8 24/23 25/14 32/14 35/22 41/13 42/8 42/15 42/16 42/24 43/13 44/15 44/19 45/18 51/21 60/22 64/3 66/9 66/13 71/10 72/19 75/3 77/15 77/16 78/21 79/13 79/13 80/6 82/3 83/20 otherwise [1] 40/1 our [34] 14/23 16/21 16/23 16/24 21/6 23/8 24/20 24/21 34/9 35/7 35/8 38/21 44/3 49/21 53/17 54/4 61/7 62/14 65/12 65/24 66/4 66/23 70/15 74/18 77/4 78/1 78/3 78/6 79/9 79/10 79/10 79/12 79/17 83/24 ourselves [1] 66/5 out [34] 7/3 16/15 24/17 28/18 30/18 35/20 42/13 43/22 44/11 45/10 45/17 46/17 47/18 49/20 50/14 50/19 52/23 53/18 53/20 54/20 60/21 61/8 68/7 69/10 69/22 70/11 73/6 73/11 73/15 73/20 73/21 75/12 75/24 84/3 outside [3] 37/12 38/20 53/17 outstanding [2] 7/9 8/18 over [26] 13/5 13/14 15/10 17/24 18/13 19/20 19/22 24/5 24/8 26/2 30/9 30/12 45/23 46/3 54/12 58/2 72/11 73/11 73/23 74/1 77/5 77/8 77/20 78/14 78/16 83/3 overbilled [1] 67/16 overbilling [6] 16/22 16/24 19/10 31/21 36/10 42/9 overcharge [5] 13/4 13/6 13/10 15/2 77/8 overcharged [2] 14/12 68/5 overcharges [7] 14/20 15/10 16/17 17/5 17/10 18/9 18/17 overcollected [1] 31/13 overcollection [2] 19/16 19/19 overmetered [1] 67/12 overpaid [1] 74/15 overpayment [2] 74/19 74/23 overview [3] 16/12 36/18 38/14 owe [1] 74/22 own [3] 19/11 59/14 59/15 owned [1] 13/22
	O	objection [3] 37/17 56/21 80/19 objections [2] 7/2 37/11 obsolescent [1] 9/2 obtaining [1] 20/11 obviously [2] 47/23 52/9 OCA [13] 6/9 6/10 8/4 16/5 30/1 39/11 57/9 58/9 61/7 62/21 73/6 80/23 83/11 OCA's [1] 62/3 OCA-1 [1] 6/10 occasions [1] 34/17 occupation [1] 10/19 occur [2] 66/1 66/13 occurred [5] 15/10 16/23 18/14 65/5 81/4 occurs [1] 27/18 October [4] 5/6 13/9 37/6 62/8 October 2004 [1] 13/9 October 2015 [1] 62/8 October 4th [1] 37/6 odd [1] 46/20 off [12] 17/7 18/8 40/13 40/15 40/19 47/19 47/21 54/9 67/15 76/22 77/1 78/14 off-the-record [1] 40/15 offering [1] 36/22 office [9] 1/18 4/9 4/18 41/3 81/15 82/1 82/18 83/1 84/5 Officer [1] 10/23 official [2] 5/17 33/12 often [1] 35/2 oftentimes [1] 52/10 Oh [1] 51/10 okay [53] 7/21 8/15 8/15 10/11 11/14 16/9 20/22 21/10 21/14 22/12 24/9 25/20 26/11 28/3 30/17 32/4 32/12 32/21 32/23 34/3 35/9 36/22 38/11 40/3 40/12 43/21 44/3 45/7 46/1 46/11 46/24 47/3 47/18 47/21 48/11 48/14 49/20 50/12 51/13 54/6 54/8 54/18 55/6 56/15 60/6 63/19 68/11 68/15 69/4 69/15 70/22 71/9 71/14 on [117] once [5] 6/18 13/17 13/18 26/15 52/6 one [32] 4/7 7/20 8/18 12/19 12/20 22/18 22/21 27/10 29/3 33/10 39/8 42/16 42/24 45/22 48/3 49/1 49/7 51/18 52/24 53/13 54/1 56/24 57/5 60/14 61/15 61/18 65/1 72/14 79/20 79/24 82/9 83/20 ones [3] 53/1 53/2 53/3 ongoing [1] 21/12 only [8] 8/8 25/16 50/22 52/1 53/8 77/9 77/19 79/9 onto [2] 48/11 79/16
	P	packet [2] 7/15 11/18 page [10] 2/3 2/17 3/3 16/16 20/3 20/3 20/24 21/1 30/17 57/23 Page 4 [1] 20/3 Pages [1] 36/9 paid [14] 15/7 15/9 18/1 18/2 30/9 30/24 31/4 31/5 31/11 31/19 69/9 72/18 74/10 78/13 panel [6] 2/4 11/15 36/5 36/6 42/7 83/15 papers [1] 7/6
morning [11] 4/13 4/16 4/17 4/23 10/20 11/2 11/6 11/10 29/10 63/24 64/12 most [5] 28/22 29/15 41/10 59/12 59/12 motion [4] 7/4 7/11 8/18 15/23 motions [2] 6/4 6/5 move [1] 79/16 moved [3] 48/3 48/22 49/17 movement [1] 49/10 Mr [13] 2/7 2/11 2/19 2/20 10/5 10/18 12/11 15/18 16/9 20/22 20/22 30/6 36/7 Mr. [7] 4/12 20/13 37/17 63/12 64/21 81/21 83/21 Mr. Collin [1] 20/13 Mr. Epler [5] 4/12 37/17 63/12 64/21 83/21 Mr. Speidel [1] 81/21 Ms [3] 2/10 2/18 41/21 Ms. [9] 8/4 21/14 22/16 22/21 28/8 32/23 41/22 63/20 81/14 Ms. Asbury [2] 21/14 32/23 Ms. Hollenberg [5] 8/4 22/16 28/8 63/20 81/14 Ms. McNamara [2] 22/21 41/22 much [8] 36/2 38/3 54/19 54/20 55/1 59/3 77/24 81/17 Mullen [2] 1/20 4/22 multiple [1] 63/7 multipliers [1] 49/4 municipalities [1] 84/4 my [28] 4/14 8/9 9/10 10/21 10/24 11/2 11/4 11/6 11/8 11/10 11/12 22/13 25/24 29/20 39/7 41/16 41/23 42/16 47/5 48/14 53/24 56/16 61/21 63/22 63/23 69/16 70/3 70/7	N	name [9] 4/14 9/3 9/9 9/13 10/19 10/21 11/2 11/6 11/10 nature [7] 17/22 19/7 36/11 44/23 70/17 70/20 79/14 necessary [2] 48/14 50/17 need [14] 7/19 26/21 36/19 38/9 39/6 40/10 45/14 50/21 52/7 53/12 64/8 64/15 67/7 68/20 needing [1] 72/5 needs [3] 7/21 42/21 72/6 negotiated [3] 32/22 74/2 74/6 negotiations [1] 20/14 never [2] 14/3 30/4 new [19] 1/1 1/4 11/1 11/5 11/9 11/13 12/17 12/24 14/1 14/2 21/7 34/14 52/19 53/2 53/3 64/17 67/10 74/24 80/3 newly [1] 29/9 next [22] 22/7 22/22 23/13 23/16 23/22 33/12 37/1 47/5 55/17 59/13 62/16 62/18 65/24 66/2 66/6 71/20 72/1 74/17 74/19 75/19 76/9 82/21 no [37] 1/23 2/3 2/17 3/3 3/3 5/14 5/22 7/2 9/22 10/3 13/23 14/8 21/8 27/9 30/4 35/22 37/11 43/16 48/3 49/6 57/10 60/1 60/23 60/23 61/6 62/10 64/19 66/15 78/9 78/21 78/22 79/13 80/14 80/15 80/21 81/1 81/12 nodding [1] 9/23 noise [1] 69/12 non [20] 19/1 21/18 22/9 22/24 43/9 44/3 44/21 44/23 45/2 45/4 45/15 45/23 46/3 58/5 58/12 68/6 68/9 68/17 69/7 71/6 non-calendar [1] 46/3 Non-G1 [18] 19/1 21/18 22/9 22/24 44/3 44/21 44/23 45/2 45/4 45/15 45/23 58/5 58/12 68/6 68/9 68/17 69/7 71/6 non-Riverwoods [1] 43/9 none [1] 80/23 nor [2] 64/12 82/3

P			<p>paperwork [2] 47/6 47/7</p> <p>Paragraph [1] 30/17</p> <p>Paragraphs [1] 19/6</p> <p>parent [1] 10/23</p> <p>part [22] 6/14 6/20 8/22 8/24 16/2 21/11 27/1 32/22 35/7 35/8 36/16 37/2 37/14 39/9 43/21 49/3 55/3 56/8 60/10 67/15 71/24 82/22</p> <p>participant [1] 41/3</p> <p>participated [1] 16/6</p> <p>participation [2] 20/14 83/10</p> <p>particular [4] 34/18 36/12 50/10 70/1</p> <p>parties [6] 16/5 55/12 57/15 60/19 60/22 61/6</p> <p>parties' [1] 66/20</p> <p>party [1] 82/3</p> <p>past [2] 37/6 50/10</p> <p>path [2] 25/13 57/14</p> <p>patience [1] 83/1</p> <p>Patnaude [2] 1/23 10/5</p> <p>pay [6] 33/15 72/20 73/2 74/20 75/9 76/23</p> <p>paying [3] 36/16 68/18 72/22</p> <p>payment [7] 14/13 15/13 30/12 30/13 32/16 32/19 73/8</p> <p>payments [1] 27/7</p> <p>penalty [1] 78/13</p> <p>people [7] 36/23 42/15 54/21 69/24 83/23 83/24 84/5</p> <p>people's [1] 61/17</p> <p>per [12] 21/19 21/21 21/23 22/1 22/2 25/5 43/18 44/4 54/21 64/9 68/3 68/5</p> <p>percent [3] 22/4 50/1 50/3</p> <p>perfect [1] 70/11</p> <p>performance [1] 47/13</p> <p>performing [1] 48/16</p> <p>perhaps [4] 37/10 39/12 49/10 79/2</p> <p>period [37] 13/5 13/9 13/14 14/16 15/11 18/13 19/20 19/22 24/6 24/8 24/17 26/2 26/18 27/3 31/5 31/13 32/15 54/12 58/2 66/6 66/10 72/10 72/11 72/19 72/22 73/5 73/11 73/11 73/14 74/1 74/19 77/5 77/20 78/16 79/7 80/12 83/3</p> <p>permanent [1] 53/6</p> <p>permit [1] 19/17</p> <p>personally [1] 63/22</p> <p>perspective [1] 72/15</p> <p>Petition [16] 1/7 3/5 4/4 5/8 6/24 7/5 7/5 7/8 7/12 7/12 8/24 9/2 14/14 15/18 15/24 15/24</p> <p>physical [1] 36/11</p> <p>pick [2] 61/14 80/7</p> <p>picking [1] 61/11</p> <p>picks [1] 7/13</p> <p>piece [1] 75/10</p> <p>place [6] 27/12 27/15 73/22 75/4 82/9 82/21</p> <p>plain [1] 55/16</p> <p>planned [1] 49/12</p> <p>plans [1] 37/8</p> <p>please [15] 4/11 10/19 11/16 11/20 12/11 14/21 16/9 16/11 17/9 18/15 21/14 22/17 40/13 57/6 64/20</p> <p>plus [2] 14/12 58/7</p> <p>point [9] 7/3 8/6 34/3 55/24 56/20 65/20 74/14 81/8 81/19</p> <p>pointed [4] 28/17 30/18 44/11 73/6</p> <p>polite [1] 41/22</p> <p>portion [3] 14/19 31/11 78/3</p> <p>Portsmouth [1] 11/12</p> <p>position [1] 57/9</p> <p>positions [1] 82/5</p> <p>possible [1] 72/4</p> <p>potential [1] 21/4</p>
			<p>power [3] 67/18 69/23 82/14</p> <p>practice [3] 57/16 75/2 75/2</p> <p>practices [1] 34/20</p> <p>pre [1] 49/14</p> <p>prefiled [1] 11/15</p> <p>prehearing [4] 6/3 6/13 7/10 9/11</p> <p>preliminary [1] 15/22</p> <p>premarked [1] 11/17</p> <p>prepared [2] 11/15 11/21</p> <p>present [2] 1/10 41/10</p> <p>presentation [1] 34/4</p> <p>preserve [2] 65/17 65/18</p> <p>preserved [1] 66/21</p> <p>President [1] 10/22</p> <p>Presiding [1] 1/10</p> <p>press [1] 80/7</p> <p>presumed [1] 63/10</p> <p>pretested [1] 47/4</p> <p>pretty [2] 33/20 83/23</p> <p>prevented [1] 73/12</p> <p>prevents [1] 73/14</p> <p>previously [2] 5/18 30/11</p> <p>principal [1] 27/17</p> <p>prior [2] 60/4 61/16</p> <p>probably [3] 25/21 34/7 64/15</p> <p>problem [12] 13/8 13/20 14/3 14/6 14/9 34/22 35/13 45/20 49/14 50/12 56/17 79/12</p> <p>problems [2] 13/23 79/14</p> <p>procedural [1] 14/24</p> <p>procedure [9] 21/11 29/14 48/8 48/10 51/6 51/19 51/20 52/16 57/16</p> <p>procedures [5] 14/2 14/4 14/4 35/8 36/13</p> <p>proceed [1] 41/4</p> <p>proceeding [5] 8/24 12/7 12/12 81/24 82/2</p> <p>proceedings [2] 15/17 65/2</p> <p>process [7] 12/17 42/6 42/11 48/9 77/23 83/11 83/12</p> <p>processes [1] 14/2</p> <p>produce [1] 36/14</p> <p>product [2] 38/17 46/23</p> <p>prompt [1] 84/1</p> <p>proposal [1] 32/24</p> <p>propose [2] 5/6 5/10</p> <p>proposing [1] 7/15</p> <p>protected [1] 38/9</p> <p>protection [1] 40/8</p> <p>protects [2] 82/10 82/12</p> <p>protocol [2] 21/12 21/12</p> <p>provide [9] 12/11 13/3 15/19 16/11 21/14 37/5 39/12 41/1 82/8</p> <p>provided [4] 12/24 36/6 39/11 76/19</p> <p>provides [2] 36/18 82/13</p> <p>providing [1] 79/16</p> <p>provision [3] 23/2 37/3 74/7</p> <p>provisions [1] 19/24</p> <p>PTs [1] 21/4</p> <p>PUBLIC [1] 1/2</p> <p>public's [1] 38/5</p> <p>publicly [1] 38/4</p> <p>PUC [2] 1/19 48/4</p> <p>pull [2] 50/1 53/18</p> <p>pulling [1] 53/20</p> <p>purchase [1] 20/12</p> <p>purposes [8] 5/7 5/10 37/21 38/1 57/16 58/9 63/9 64/15</p> <p>pursuant [2] 24/23 25/11</p> <p>pursue [4] 20/5 37/3 38/23 39/1</p> <p>pursuing [2] 39/3 40/1</p> <p>push [1] 65/8</p> <p>put [6] 27/15 79/10 80/18 80/24 81/18 81/19</p> <p>putting [1] 8/13</p>
	Q		<p>quality [1] 79/17</p>
			<p>quantity [1] 46/7</p> <p>question [22] 11/14 25/24 29/21 37/1 37/10 46/14 47/5 48/14 52/22 55/23 56/16 57/3 64/8 67/3 69/17 69/20 70/7 70/23 74/7 74/9 78/24 79/22</p> <p>questioning [1] 57/12</p> <p>questions [8] 22/16 35/23 41/14 41/16 41/21 42/2 78/21 84/1</p> <p>quick [6] 49/23 52/3 53/15 53/16 53/22 79/23</p> <p>quickly [1] 65/7</p> <p>quite [3] 43/4 65/22 72/11</p>
	R		<p>R-word [3] 64/19 64/20 67/4</p> <p>range [3] 53/11 53/13 53/17</p> <p>rare [1] 75/6</p> <p>rate [60] 14/18 16/18 17/1 18/5 18/22 19/7 19/9 19/13 19/14 19/23 21/18 21/20 21/23 21/24 22/6 22/8 22/23 23/11 23/13 23/14 23/15 23/16 23/21 24/20 24/21 25/19 26/18 27/12 27/16 28/20 29/5 29/16 33/12 33/13 33/22 36/16 39/21 43/10 43/14 43/18 43/23 43/24 44/4 44/13 61/2 62/17 63/5 66/1 71/19 71/20 72/2 73/20 78/1 78/4 78/5 78/8 80/3 80/10 80/12 82/20</p> <p>ratepayers [2] 1/16 32/13</p> <p>rates [16] 13/11 13/12 13/12 13/14 14/20 22/22 27/21 58/16 62/17 63/10 64/3 64/3 66/2 66/19 71/6 78/6</p> <p>rather [5] 19/11 24/14 51/7 52/12 60/15</p> <p>ratio [5] 35/16 47/15 48/19 49/21 49/22</p> <p>rationale [2] 51/4 71/4</p> <p>ratios [2] 47/14 47/16</p> <p>RE [1] 1/6</p> <p>reach [1] 40/8</p> <p>reached [1] 81/16</p> <p>read [4] 45/23 46/3 54/12 76/17</p> <p>reader's [1] 69/6</p> <p>reading [5] 26/1 28/4 55/15 69/5 69/6</p> <p>realize [1] 33/9</p> <p>realized [1] 34/18</p> <p>really [11] 9/17 29/24 30/1 38/8 42/14 55/1 58/22 67/12 79/23 81/3 84/6</p> <p>reaping [1] 43/17</p> <p>reason [5] 8/23 23/14 29/23 65/21 72/16</p> <p>reasonable [6] 20/16 23/17 59/13 66/17 82/8 83/15</p> <p>reasonableness [1] 66/17</p> <p>reasons [4] 33/11 38/22 78/11 83/14</p> <p>recall [3] 6/8 8/20 65/1</p> <p>receive [7] 18/24 26/16 26/20 26/23 47/2 47/6 83/4</p> <p>received [4] 17/19 18/12 26/13 77/20</p> <p>receives [1] 47/22</p> <p>receiving [1] 33/17</p> <p>recently [1] 78/1</p> <p>recheck [2] 48/2 49/3</p> <p>rechecking [1] 48/1</p> <p>recognize [2] 16/19 57/14</p> <p>recollection [1] 9/10</p> <p>recommend [1] 39/1</p> <p>reconciled [1] 77/18</p> <p>reconciliation [7] 16/19 17/1 43/2 46/10 56/8 58/11 70/9</p> <p>reconciling [15] 13/13 14/19 14/20 17/22 18/5 18/22 19/7 19/13 19/14 66/8 66/10 66/14 71/10 77/16 80/11</p> <p>record [15] 6/6 7/20 8/13 36/22 39/6 40/10 40/13 40/15 40/18 40/18 41/9 61/4 62/15 80/24 81/8</p> <p>recording [1] 33/4</p> <p>recover [21] 17/6 18/18 18/21 26/1 36/19 43/14 43/16 54/12 55/17 55/19 55/20 56/4 58/2 58/10 59/5 59/22 60/11 60/16 61/16</p>

R		
recover... [2] 65/20 76/11 recoverable [1] 26/15 recovered [8] 16/18 19/20 19/22 25/12 33/2 56/6 58/21 74/1 recovering [6] 17/17 17/20 30/20 32/13 55/2 64/1 recovery [31] 18/20 18/24 18/24 19/17 26/13 28/13 28/20 29/1 33/5 33/10 40/21 58/1 58/6 58/12 59/6 60/13 60/13 62/9 62/16 62/19 62/24 63/2 63/4 63/7 65/4 73/11 73/13 73/20 75/14 76/21 82/20 redirect [2] 78/21 80/14 reducing [1] 12/15 reference [1] 57/19 references [1] 59/16 referred [1] 31/1 refers [1] 63/8 reflect [1] 23/10 reflected [2] 32/1 32/14 refund [5] 14/17 14/21 15/8 15/20 74/14 refunded [8] 14/10 17/10 17/23 18/9 72/17 77/6 77/20 77/21 regarding [1] 41/2 regardless [3] 27/23 51/24 60/11 regular [1] 70/15 regularly [1] 23/22 Regulatory [1] 11/3 reimbursement [1] 39/20 reiterate [1] 83/9 relate [1] 37/2 related [3] 8/21 31/12 77/9 relates [1] 32/15 relationship [1] 15/6 relative [7] 18/20 27/3 28/20 46/4 56/22 67/23 77/4 relatively [1] 52/3 relief [1] 78/5 remaining [1] 59/7 remedies [7] 20/6 20/11 37/4 37/8 38/23 39/18 39/19 repeat [1] 62/6 report [1] 47/7 Reporter [2] 1/23 10/9 represented [1] 14/11 representing [1] 4/21 Reptg [3] 1/15 1/16 1/19 reputation [1] 79/9 request [3] 37/13 40/19 80/24 required [2] 17/6 18/7 requirement [3] 35/4 48/4 48/8 requirements [2] 52/11 74/4 requires [1] 37/3 reset [2] 71/7 71/11 residential [3] 1/16 21/16 22/2 residual [2] 45/3 45/4 resolution [5] 15/4 20/16 40/9 81/23 83/15 respectively [1] 8/1 responded [1] 16/4 response [2] 10/3 81/12 responses [2] 76/20 81/5 responsibility [1] 68/16 responsible [2] 47/1 47/3 responsiveness [1] 83/24 rest [3] 18/4 76/23 80/10 result [9] 15/12 17/8 17/19 17/20 19/10 19/18 42/9 42/14 42/18 resulted [1] 73/9 retail [2] 30/20 31/21 retain [2] 19/10 77/13 retained [5] 38/18 38/20 77/5 77/11 77/17 retirement [1] 12/16 reveal [1] 9/13 revenue [3] 17/17 17/18 18/11	revenues [9] 19/9 19/11 77/10 77/12 78/2 78/4 78/5 78/8 78/10 reverse [1] 17/9 review [5] 14/7 20/13 21/5 38/18 38/18 revised [1] 9/4 Ridge [1] 12/21 right [28] 5/15 6/23 7/18 8/3 9/20 10/1 28/7 29/7 36/20 38/13 40/14 40/17 41/5 41/18 44/8 52/6 55/14 61/12 63/19 68/19 70/22 72/8 76/7 76/13 78/23 80/16 80/22 81/9 Riverwoods [53] 4/5 4/6 7/9 7/11 8/22 9/3 12/14 12/19 13/5 14/10 14/13 14/14 14/22 15/7 15/9 15/10 15/13 15/15 15/20 16/22 17/1 17/11 17/24 18/3 18/10 18/13 19/9 19/17 27/8 30/9 31/1 31/5 31/11 31/13 31/19 32/16 32/19 34/23 35/14 36/10 42/10 42/13 43/9 43/24 44/15 46/8 68/6 68/18 69/2 69/8 72/18 72/18 74/11 Riverwoods' [2] 12/20 16/20 road [2] 7/7 11/12 Rob [1] 44/18 Robert [6] 1/11 2/5 10/8 10/15 11/7 11/19 roll [4] 24/3 56/12 75/18 76/9 room [1] 5/23 Rorie [3] 1/17 4/17 34/7 rough [2] 50/4 50/6 Rule [1] 48/4 rules [1] 48/5 ruling [2] 1/7 14/16 running [2] 53/9 70/18	seems [4] 26/4 46/19 47/20 64/2 segments [1] 59/7 sells [1] 46/19 semi [1] 71/7 semi-annually [1] 71/7 send [1] 53/18 Senior [1] 10/22 sense [8] 33/8 33/16 44/6 47/23 63/4 64/2 77/10 77/19 sentence [1] 67/5 sentences [1] 76/19 separate [2] 49/20 52/23 September [17] 5/9 7/4 7/15 12/22 12/22 13/1 13/6 15/23 30/10 30/15 31/5 31/6 31/9 32/6 32/7 32/20 73/8 September 2004 [5] 12/22 12/22 13/1 13/6 31/5 September 2011 [5] 15/23 30/10 30/15 31/9 32/7 September 2012 [1] 32/6 September 30 [1] 7/15 September 30th [2] 5/9 7/4 serious [1] 79/8 seriously [1] 79/8 service [21] 11/3 11/8 12/23 13/1 13/3 13/12 19/1 21/18 22/8 23/9 24/22 25/14 58/6 58/12 65/2 66/4 66/12 70/24 71/5 77/5 79/17 Services [1] 11/3 sessions [1] 16/6 set [2] 61/2 71/7 sets [1] 54/4 settled [1] 15/15 settlement [75] 3/4 4/8 5/5 7/11 15/12 16/3 16/4 16/7 16/8 16/11 16/14 16/16 17/15 17/20 18/7 18/16 19/6 19/24 20/3 20/5 20/13 20/15 21/15 22/6 22/24 23/5 23/10 24/23 25/12 25/17 27/2 27/11 28/4 28/12 28/18 30/8 32/22 36/17 37/2 37/7 40/20 41/6 54/10 55/7 55/11 55/13 56/18 56/22 57/21 57/22 58/20 59/8 59/15 60/10 60/19 61/9 63/3 63/8 65/5 65/7 70/23 71/21 73/24 74/3 75/23 77/2 79/14 80/5 81/16 81/23 82/3 82/15 82/22 83/11 83/13 settles [1] 72/15 Settling [1] 55/12 seven [3] 18/13 72/7 73/5 seven-year [2] 18/13 73/5 several [6] 13/10 13/13 16/6 17/21 18/5 18/20 shall [1] 58/2 short [2] 43/4 48/18 shorter [2] 24/16 72/11 should [19] 6/24 8/5 23/19 25/15 35/10 38/8 43/13 43/18 43/23 44/4 53/16 68/17 70/11 70/12 70/16 73/1 74/11 74/12 82/11 showing [1] 74/12 shown [1] 17/16 sidebar [1] 29/13 significant [2] 33/15 78/13 similar [3] 13/23 23/2 49/22 simpler [1] 66/1 simplest [3] 66/6 66/11 66/18 simplify [1] 69/4 simply [7] 23/14 24/3 28/23 43/2 43/7 49/16 74/2 since [9] 9/4 12/21 13/6 34/13 37/9 53/14 69/6 73/8 79/6 single [1] 46/8 site [3] 49/8 51/21 51/22 Siwinski [2] 1/20 4/22 six [1] 20/9 size [1] 66/7 slightly [2] 43/11 80/4 small [9] 23/15 33/9 33/20 46/12 58/22
	S	
	said [16] 22/22 43/23 46/15 48/1 56/16 59/24 60/1 60/20 61/14 61/15 62/6 65/13 67/24 68/19 71/18 82/7 sake [1] 54/15 same [10] 18/1 25/13 35/13 57/9 60/14 63/7 67/18 67/19 76/13 82/12 sandy [1] 83/23 saving [1] 72/23 say [22] 8/7 22/24 23/5 24/2 25/3 25/17 29/21 37/22 44/3 44/7 45/11 45/16 54/17 54/23 60/8 60/16 60/22 64/18 64/18 70/10 75/6 78/12 saying [8] 28/1 43/6 47/10 50/9 54/22 55/4 60/14 65/9 says [8] 26/1 30/24 47/7 52/3 54/12 62/15 76/20 76/21 scenario [1] 72/4 schedule [2] 27/13 71/6 scheduled [6] 22/8 22/23 23/22 24/20 71/20 72/1 Schedules [1] 3/6 scheme [1] 70/5 scope [1] 55/11 Scott [5] 1/11 2/12 39/15 69/18 78/24 screenings [1] 34/24 se [1] 64/9 second [10] 5/8 17/3 17/13 18/15 30/13 38/20 43/3 57/1 57/5 66/19 section [11] 16/15 17/3 17/4 17/4 17/15 19/21 20/2 54/11 56/18 57/18 58/10 Section 2 [2] 16/15 19/21 Section 2.2 [2] 57/18 58/10 Section 2.7 [1] 17/15 Section 2.8 [1] 20/2 Section 3.1 [1] 56/18 Sections [1] 18/19 see [7] 4/24 6/9 23/21 38/9 48/3 48/15 49/22 seeing [3] 10/4 80/8 80/22 seek [2] 37/8 75/14 seeking [3] 14/15 39/20 76/21 seemingly [1] 53/24	

S		
small... [4] 70/5 70/6 75/10 75/10 smoothed [1] 73/20 so [127] sold [1] 46/22 solid [1] 53/7 solution [2] 79/15 82/8 some [32] 15/22 16/23 26/10 30/7 36/8 37/18 39/17 39/18 40/21 40/23 41/9 42/8 46/23 47/6 53/3 55/15 57/14 60/10 60/12 64/24 65/4 65/19 69/20 70/2 70/3 70/8 71/2 71/3 73/21 75/16 76/10 81/19 somebody [2] 67/14 67/17 somehow [1] 77/6 someone [4] 42/18 45/19 50/23 67/7 something [19] 8/4 28/15 29/9 29/24 30/1 34/4 38/7 42/10 45/18 47/8 47/20 48/1 48/18 53/15 53/17 70/20 74/3 78/18 80/7 sometime [1] 61/16 sorry [10] 6/15 31/8 32/6 37/22 41/24 52/22 67/5 67/24 74/15 78/24 sort [3] 23/2 40/21 81/19 sorted [1] 69/10 sounds [3] 6/24 62/24 70/4 spare [1] 52/19 spares [2] 52/20 54/6 speak [2] 56/20 61/7 specific [3] 59/16 59/20 80/9 specifically [5] 11/18 36/6 44/20 45/1 81/7 spectrum [1] 70/21 Speidel [8] 1/19 2/11 2/19 4/20 36/1 39/5 40/22 81/21 spent [1] 79/4 spin [1] 42/17 split [2] 73/24 74/5 spread [1] 68/10 staff [22] 1/19 4/10 4/21 8/23 16/5 20/8 29/14 39/8 39/11 57/8 58/9 59/3 62/21 79/4 81/17 82/1 82/5 82/7 82/10 82/18 83/3 83/10 stake [1] 73/23 standardized [1] 47/12 stands [1] 59/15 start [13] 25/2 27/23 33/4 33/16 33/17 54/22 55/2 55/17 57/18 59/10 60/18 62/9 63/24 started [1] 25/5 starting [13] 10/18 13/1 25/7 25/8 25/12 27/4 30/21 56/10 56/13 62/16 62/18 64/8 64/16 starts [3] 27/10 35/19 60/12 state [9] 1/1 10/19 35/10 53/16 74/15 74/16 74/22 74/24 75/11 stated [4] 42/6 46/21 51/11 71/21 statement [4] 59/19 59/22 60/7 60/9 STATEMENTS [1] 2/17 stating [1] 15/14 status [5] 14/21 20/9 21/2 21/5 41/2 statutes [1] 67/10 stay [1] 80/17 staying [1] 52/15 steps [3] 13/19 13/21 34/19 Steve [1] 4/22 Steven [2] 1/20 1/23 still [5] 24/21 48/16 49/11 66/16 76/8 stock [1] 52/21 stop [1] 38/9 storm [1] 83/22 stranded [8] 13/12 19/4 21/22 22/10 23/3 23/10 71/1 71/11 strikes [1] 51/3 striking [1] 80/19 structure [1] 61/3 stuff [1] 51/24	subject [6] 24/10 31/23 32/4 32/10 49/9 67/3 subsequent [3] 7/9 7/10 14/23 subsequently [2] 15/7 15/13 successful [2] 20/10 39/23 such [4] 37/8 46/16 70/18 82/6 suggesting [1] 33/11 suggestion [1] 40/6 sum [2] 58/20 72/6 summary [3] 12/12 37/6 39/10 summer [1] 82/21 superfluous [1] 55/3 supplier [1] 46/16 supply [2] 17/23 18/1 support [1] 59/14 supporting [3] 14/14 15/19 16/1 supports [1] 81/16 supposed [2] 64/18 69/8 sure [9] 35/12 38/6 48/16 49/6 52/13 52/14 52/17 69/16 79/13 suspenders [1] 52/9 suspicious [1] 53/21 swear [1] 10/2 sworn [5] 10/8 10/12 10/13 10/14 10/15 system [13] 13/13 14/5 36/12 36/14 46/5 46/6 69/24 70/3 70/5 70/8 70/17 75/15 77/15 SYSTEMS [3] 1/7 1/15 4/15	82/24 83/1 83/5 83/6 83/17 83/18 84/6 84/7 that [470] that's [53] 7/19 16/10 17/13 17/15 23/23 26/20 27/14 28/3 29/24 30/22 31/3 31/9 32/2 33/7 34/12 38/2 41/6 43/1 43/21 44/4 44/6 46/13 46/21 49/6 49/13 49/18 50/4 52/13 53/17 53/19 53/19 54/8 54/18 59/14 60/9 61/21 64/11 65/12 65/14 65/20 69/3 69/14 70/17 70/22 71/14 73/23 75/3 76/12 76/15 76/16 77/11 78/6 83/20 their [19] 12/15 12/15 13/23 22/3 26/18 43/24 44/10 44/10 44/21 45/1 45/2 45/17 45/18 52/11 59/14 61/2 69/7 73/2 75/17 them [15] 19/12 19/15 26/14 26/17 26/19 26/19 44/9 44/16 44/22 45/17 46/19 56/12 61/16 66/3 73/1 then [40] 10/4 14/1 14/10 24/4 24/15 25/2 25/3 26/16 26/24 29/4 30/12 31/18 32/4 43/4 43/7 44/3 45/17 46/18 47/5 47/5 47/22 48/1 53/21 54/17 54/20 55/8 55/13 56/15 60/6 63/9 65/8 65/21 67/12 68/24 69/9 71/23 72/6 80/16 81/9 81/13 theoretically [2] 72/23 73/7 theory [1] 60/5 there [55] 5/1 6/1 6/2 6/2 6/3 6/17 7/6 7/8 7/10 11/18 13/2 13/23 13/24 14/8 16/13 18/19 18/23 19/24 21/1 24/14 30/23 31/1 31/11 31/16 31/18 33/8 33/13 34/10 35/17 36/8 37/3 45/13 46/14 47/14 48/23 52/9 53/5 53/24 57/18 58/1 58/7 64/4 64/8 65/6 66/9 67/22 68/8 70/11 70/12 70/16 74/3 76/24 77/3 78/21 79/13 there's [23] 9/15 19/1 21/1 27/1 31/22 37/11 37/17 38/7 42/21 45/21 47/6 49/5 50/13 60/12 61/24 63/6 66/15 71/23 71/24 72/13 72/24 78/11 81/10 therefore [3] 44/9 44/21 58/21 these [48] 6/10 16/14 16/19 17/9 19/5 19/7 19/9 19/10 19/14 19/21 19/21 20/4 20/9 22/6 24/15 24/22 26/14 26/15 27/3 27/7 33/9 33/9 41/2 42/7 46/15 46/17 47/2 47/6 49/8 51/8 51/11 51/15 52/20 53/1 54/4 57/15 58/13 59/5 59/16 65/11 66/8 70/5 73/21 78/2 78/5 78/7 78/9 82/4 they [36] 9/2 9/4 9/5 13/24 13/24 15/13 16/22 19/15 19/18 38/24 43/9 43/10 43/16 43/17 43/18 44/7 45/5 47/18 47/24 58/14 59/4 59/10 59/11 59/12 59/22 60/21 61/1 61/2 61/14 62/17 68/7 72/23 73/2 75/18 79/17 80/3 they'll [1] 60/16 they're [13] 44/2 45/23 46/21 47/1 47/3 53/3 53/4 53/8 53/10 53/10 61/11 71/6 71/7 thing [9] 22/21 25/16 52/1 66/6 66/11 66/18 76/13 79/8 83/20 things [13] 5/16 14/16 30/6 38/8 45/21 46/15 46/17 51/18 65/1 66/9 70/5 73/18 75/15 think [52] 6/24 7/6 7/18 8/14 9/16 15/21 28/19 29/13 30/18 34/1 34/7 37/16 37/19 37/20 38/2 38/3 38/4 39/7 40/5 40/10 40/24 41/8 42/20 46/20 50/16 50/17 51/7 51/11 52/7 52/15 55/24 56/20 57/13 59/2 59/9 59/15 61/8 61/17 62/21 62/23 64/14 66/15 66/16 66/18 66/20 69/12 74/8 76/17 78/11 79/11 80/6 80/8 thinking [1] 64/6 third [4] 18/8 30/23 60/2 60/3 this [160] thorough [2] 83/12 84/1 thoroughly [1] 83/13 those [41] 7/6 13/8 16/20 21/24 23/12 24/24 25/15 25/16 25/18 26/17 29/6 33/4 34/23 35/2 35/4 35/16 36/20 39/3 39/19 41/15 41/16 42/23 44/14 47/16 48/7 49/10
	T	
	take [13] 5/2 8/12 17/7 17/12 17/14 22/7 22/20 55/20 73/15 78/15 80/23 82/20 83/19 taken [6] 34/20 73/4 73/18 75/4 75/24 79/8 takes [1] 27/12 taking [2] 38/23 73/3 talk [3] 24/10 30/7 51/17 talked [3] 28/15 34/4 69/11 talking [7] 28/13 28/14 32/23 33/21 40/19 63/1 63/1 talks [1] 67/5 taps [3] 46/19 47/10 47/24 tax [24] 67/6 67/8 67/9 67/13 67/19 68/1 68/2 68/13 68/20 68/21 68/23 69/1 69/2 69/5 69/7 69/9 74/7 74/10 74/19 74/20 74/22 74/23 75/9 77/12 technical [1] 16/6 tell [1] 42/11 telling [1] 26/4 tells [1] 55/16 ten [2] 31/22 32/5 ten-month [1] 31/22 term [2] 36/14 71/21 terms [12] 18/6 28/13 29/10 29/16 29/19 33/10 52/5 57/15 58/17 59/16 64/5 75/8 territory [2] 34/14 34/14 test [17] 35/7 35/20 47/7 47/12 48/6 48/10 48/14 48/15 50/3 50/6 51/2 51/20 52/2 52/4 52/24 54/2 78/3 tested [3] 47/10 50/2 53/18 testimony [24] 3/5 3/6 5/2 5/8 7/5 7/13 8/19 8/24 9/4 11/16 11/19 12/2 12/6 12/7 14/15 15/19 16/1 20/24 30/19 34/9 36/7 36/9 67/1 71/18 testing [11] 21/6 21/11 47/1 47/3 47/12 47/20 48/9 49/15 51/2 52/20 53/21 than [21] 16/21 18/10 24/14 25/5 43/18 45/19 50/1 52/13 53/4 53/4 53/22 60/15 68/17 69/8 72/23 73/2 74/11 74/12 78/15 80/4 80/6 thank [48] 4/13 4/15 8/15 12/11 21/10 21/14 22/12 22/15 22/17 23/24 28/5 32/23 35/23 35/24 36/2 39/4 40/3 40/18 41/12 41/16 41/19 42/1 46/14 54/8 64/14 66/22 67/1 69/15 71/14 71/16 78/20 78/22 80/13 80/15 80/17 80/21 81/8 81/15 81/20 81/22	

T	<p>those... [15] 53/1 56/9 56/9 68/10 70/16 71/13 72/1 72/2 73/9 73/18 77/5 77/6 77/6 81/5 82/20</p> <p>though [8] 47/20 49/13 55/14 61/24 62/1 62/6 67/4 78/8</p> <p>thought [7] 30/3 62/2 65/7 66/5 66/10 67/16 73/19</p> <p>thousand [3] 32/15 53/11 54/2</p> <p>three [14] 11/14 12/15 14/1 18/10 18/23 19/7 19/22 54/4 54/6 72/11 73/10 73/13 73/19 74/1</p> <p>three-year [5] 72/11 73/10 73/13 73/19 74/1</p> <p>through [30] 7/6 13/9 16/2 16/18 17/1 18/18 18/19 18/22 18/24 19/6 19/9 19/12 26/15 26/17 31/6 32/6 32/7 33/3 36/9 42/11 48/17 58/4 58/10 59/5 59/7 61/3 62/20 67/7 73/9 76/18</p> <p>till [1] 32/20</p> <p>time [34] 6/5 6/6 7/8 9/12 12/2 12/22 13/2 13/6 13/14 14/16 14/22 20/1 20/21 24/17 31/14 31/19 31/19 32/15 38/15 41/10 48/17 48/20 65/11 65/11 66/2 66/19 72/9 72/10 73/12 77/5 81/3 81/8 81/20 82/12</p> <p>timeframes [1] 25/18</p> <p>times [1] 18/10</p> <p>timing [1] 61/8</p> <p>today [11] 4/8 15/23 16/8 40/11 59/24 62/15 64/17 71/18 82/19 83/1 83/14</p> <p>together [3] 21/24 27/13 41/2</p> <p>told [1] 59/11</p> <p>too [4] 6/17 25/21 41/22 51/18</p> <p>took [6] 13/19 13/21 24/2 72/7 73/22 82/9</p> <p>top [2] 20/3 79/17</p> <p>topic [1] 39/16</p> <p>total [16] 14/1 15/8 18/3 18/6 18/8 27/21 30/8 30/13 42/21 43/6 46/4 61/18 67/17 67/18 68/18 77/8</p> <p>totally [2] 63/23 67/3</p> <p>towards [2] 39/19 39/21</p> <p>trace [1] 38/16</p> <p>track [2] 41/13 84/3</p> <p>tradeoffs [2] 73/9 73/22</p> <p>transaction [1] 29/19</p> <p>transcript [1] 37/14</p> <p>transformer [7] 13/3 20/8 34/19 34/23 47/15 48/6 50/15</p> <p>transformers [7] 14/5 14/8 21/4 21/9 34/5 34/21 35/3</p> <p>Treasurer [1] 10/21</p> <p>treatment [1] 39/11</p> <p>trepidation [1] 69/20</p> <p>tried [1] 78/16</p> <p>troubling [1] 60/9</p> <p>true [2] 56/3 82/3</p> <p>trust [2] 79/10 79/18</p> <p>try [6] 23/4 26/9 29/14 34/17 38/11 79/11</p> <p>trying [10] 29/8 43/21 45/7 47/18 49/19 54/8 60/21 61/8 62/12 62/13</p> <p>turn [3] 11/16 16/9 20/24</p> <p>turning [1] 84/6</p> <p>twice [1] 42/14</p> <p>two [12] 4/7 5/4 13/24 14/11 16/13 16/14 20/4 47/19 70/12 71/10 72/5 80/20</p> <p>type [5] 53/4 53/9 70/13 70/13 75/8</p> <p>types [1] 53/12</p> <p>typical [1] 21/16</p> <p>typically [1] 17/21</p>	<p>Uh-huh [9] 28/21 29/2 29/18 33/23 34/1 34/11 35/6 35/11 35/18</p> <p>ultimately [1] 16/7</p> <p>unable [2] 26/14 55/12</p> <p>under [12] 11/21 18/6 22/4 23/20 39/11 40/7 48/4 49/21 50/20 67/9 75/23 83/19</p> <p>underbilled [1] 67/17</p> <p>undercharged [1] 68/6</p> <p>undercollection [2] 23/20 36/15</p> <p>understand [10] 29/7 42/12 50/9 59/21 61/10 62/11 64/7 68/19 69/13 70/1</p> <p>understanding [4] 9/5 38/5 58/8 61/22</p> <p>understood [1] 57/15</p> <p>unexpended [2] 75/20 76/1</p> <p>UNITIL [19] 1/7 1/15 4/9 4/14 10/21 10/23 10/24 11/3 11/8 21/7 33/11 34/19 36/12 36/13 37/3 76/24 81/17 82/9 83/24</p> <p>Unitil's [1] 4/3</p> <p>units [1] 53/7</p> <p>unlabeled [1] 46/18</p> <p>unless [4] 35/17 37/17 39/7 81/10</p> <p>unnecessary [2] 9/1 82/13</p> <p>unpaid [2] 75/19 75/24</p> <p>until [13] 8/9 13/6 23/16 23/21 26/18 29/11 33/1 33/12 55/21 56/12 60/18 62/8 64/1</p> <p>untouched [1] 76/6</p> <p>up [26] 7/13 16/2 24/1 24/4 29/24 35/19 43/14 44/6 45/5 45/11 45/14 45/18 52/13 53/5 53/7 59/19 60/24 64/17 65/21 66/10 66/24 68/8 72/16 75/17 79/2 80/7</p> <p>updated [2] 6/11 6/12</p> <p>upon [5] 25/11 35/10 47/22 58/15 58/21</p> <p>upward [1] 24/16</p> <p>us [13] 24/15 25/8 38/21 41/1 46/22 48/8 59/11 73/10 76/20 76/23 79/10 84/2 84/6</p> <p>usage [7] 9/9 9/13 9/13 44/21 52/15 67/10 67/11</p> <p>use [4] 38/1 52/23 54/2 64/19</p> <p>used [10] 14/16 43/10 49/4 55/20 63/2 63/4 67/13 75/3 76/10 81/6</p> <p>uses [2] 47/12 63/7</p> <p>using [3] 22/2 52/2 62/23</p> <p>utilities [2] 1/2 75/17</p> <p>utility [1] 82/11</p>	<p>waived [1] 9/11</p> <p>walk [2] 42/11 67/7</p> <p>want [9] 9/13 27/22 39/5 41/21 61/17 65/8 75/14 76/18 83/19</p> <p>wanted [4] 20/23 29/22 64/23 65/17</p> <p>wanting [1] 73/10</p> <p>wants [1] 76/22</p> <p>was [109]</p> <p>wasn't [3] 8/9 67/14 81/3</p> <p>waste [1] 51/3</p> <p>way [16] 17/1 28/13 28/19 28/23 29/19 32/20 34/21 39/8 44/17 44/19 50/15 50/22 63/3 75/22 76/10 76/24</p> <p>ways [2] 12/14 78/17</p> <p>we [187]</p> <p>we'd [1] 51/7</p> <p>we'll [5] 5/4 26/19 54/20 74/22 80/23</p> <p>we're [26] 8/12 24/10 28/14 38/22 39/16 39/23 40/18 41/10 51/21 53/14 53/15 54/20 54/24 61/3 62/13 63/1 63/1 64/17 65/19 66/7 66/23 69/3 76/5 76/5 79/16 81/18</p> <p>we've [16] 5/22 25/11 40/19 52/1 54/9 57/13 64/17 65/2 71/1 73/6 76/17 77/21 78/14 78/18 79/7 79/11</p> <p>week [2] 55/17 83/22</p> <p>weigh [1] 62/2</p> <p>Welcome [1] 4/24</p> <p>well [23] 5/20 15/2 15/5 18/3 28/17 37/16 41/15 43/3 43/12 51/3 52/23 55/6 57/3 57/10 59/18 63/6 63/21 64/23 65/23 66/21 66/23 67/5 68/23</p> <p>were [35] 7/23 10/8 13/8 13/15 16/21 17/23 24/21 27/7 32/23 38/16 39/22 41/15 41/16 41/22 42/8 43/17 43/17 46/15 47/24 49/7 56/16 60/14 60/16 61/23 62/3 65/6 67/20 68/5 68/9 72/22 72/23 78/5 78/7 80/8 84/5</p> <p>weren't [1] 76/2</p> <p>West [2] 11/9 11/12</p> <p>what [64] 7/7 7/15 8/6 9/21 11/16 13/17 16/17 17/6 17/24 18/11 19/20 21/3 23/7 23/12 25/9 28/1 33/2 34/17 34/19 38/24 42/20 43/6 43/12 44/5 44/15 44/16 45/7 46/4 46/13 47/22 48/2 48/11 48/23 49/13 49/15 49/18 49/19 49/22 50/9 50/13 51/4 51/16 54/8 54/21 59/24 60/20 60/21 61/13 62/12 62/13 63/23 65/4 65/17 65/17 67/13 68/7 69/3 69/7 70/2 71/3 73/2 74/17 79/9 84/2</p> <p>what's [5] 6/15 43/24 53/5 62/5 67/7</p> <p>whatever [3] 24/3 28/1 39/22</p> <p>whatsoever [1] 55/9</p> <p>when [30] 7/8 12/22 27/9 28/19 34/9 35/11 35/15 42/13 43/22 46/7 47/5 50/20 52/16 53/8 54/11 56/3 58/10 58/21 59/10 60/11 64/3 65/3 65/14 65/23 65/24 66/13 72/17 74/18 78/1 80/12</p> <p>whenever [1] 58/15</p> <p>where [9] 36/24 38/13 39/19 44/6 44/17 53/19 65/2 72/22 78/15</p> <p>Whereupon [2] 10/6 84/10</p> <p>whether [2] 9/7 27/23</p> <p>which [27] 4/3 5/1 5/5 8/22 13/15 16/7 16/15 18/3 20/3 21/20 21/22 22/8 24/12 25/21 26/3 28/24 31/24 33/10 39/5 47/23 63/24 68/16 71/1 73/11 77/10 81/4 81/5</p> <p>while [5] 19/8 24/10 39/16 43/16 43/16</p> <p>who [6] 11/15 46/18 46/22 76/23 82/14 84/5</p> <p>whoever [1] 42/7</p> <p>whole [6] 15/10 54/10 61/15 70/5 77/22 78/16</p> <p>why [13] 38/12 50/21 52/6 61/10 63/18 64/8 65/12 67/18 68/20 71/2 71/3 72/12 80/17</p>
U	<p>UES [6] 30/9 31/11 34/14 58/2 69/24 78/2</p> <p>Uh [9] 28/21 29/2 29/18 33/23 34/1 34/11 35/6 35/11 35/18</p>	W	<p>wait [5] 33/11 62/1 62/1 66/6 66/11</p> <p>waiting [3] 23/16 33/16 62/8</p> <p>waive [1] 56/21</p>

<p>W</p> <p>will [28] 8/16 17/14 18/23 19/20 19/22 20/8 20/11 26/17 27/7 27/21 27/22 28/14 39/23 40/1 45/3 48/2 51/15 53/18 60/18 69/16 70/6 74/19 74/20 80/3 80/4 80/9 83/18 83/21</p> <p>willing [2] 41/11 67/15</p> <p>wire [1] 49/2</p> <p>wires [3] 49/10 53/6 53/9</p> <p>withdrawing [1] 15/16</p> <p>withdrawn [1] 9/18</p> <p>within [4] 35/20 36/8 50/7 63/8</p> <p>without [6] 15/4 47/19 59/4 60/10 65/4 80/5</p> <p>WITNESS [1] 2/4</p> <p>witnesses [7] 4/24 10/2 10/18 11/15 22/14 36/6 41/23</p> <p>won't [6] 27/1 27/14 27/16 74/21 74/21 76/17</p> <p>wondering [1] 51/4</p> <p>word [8] 28/24 62/24 63/2 63/7 64/17 64/19 64/20 67/4</p> <p>words [2] 51/21 70/4</p> <p>work [1] 17/2</p> <p>workable [1] 39/14</p> <p>working [2] 12/13 49/11</p> <p>workings [1] 19/13</p> <p>works [1] 43/2</p> <p>world [1] 70/11</p> <p>worry [1] 51/18</p> <p>would [139]</p> <p>wouldn't [10] 23/21 42/17 43/10 59/5 61/22 62/7 63/24 66/1 67/18 76/9</p> <p>write [4] 17/7 18/8 67/15 78/14</p> <p>write-off [1] 78/14</p> <p>writing [1] 39/12</p> <p>written [3] 41/9 55/8 63/4</p> <p>wrong [2] 67/21 68/10</p>		
<p>Y</p> <p>year [22] 8/9 16/2 18/13 21/8 35/7 59/13 62/16 62/18 72/5 72/11 73/5 73/10 73/13 73/19 74/1 75/16 75/16 75/21 76/8 78/3 78/7 78/7</p> <p>year's [2] 75/19 76/9</p> <p>years [11] 14/11 19/23 35/5 48/2 48/7 49/6 49/16 51/9 51/15 72/5 72/8</p> <p>yes [68] 7/17 8/20 9/8 9/19 10/20 11/22 11/23 11/24 12/9 12/10 12/13 14/23 15/21 16/13 17/12 18/19 20/2 20/19 21/17 22/17 23/4 27/5 28/2 28/6 29/13 30/11 30/16 31/9 31/15 31/22 32/3 32/9 32/11 32/18 33/19 34/2 35/1 36/21 37/21 38/2 40/23 41/8 42/20 43/5 43/20 44/2 44/12 45/9 55/5 56/14 57/2 57/22 58/18 59/1 60/5 61/19 63/6 68/4 68/9 70/20 70/21 72/3 72/9 74/6 74/13 80/6 81/22 83/8</p> <p>you [263]</p> <p>you'd [2] 19/24 55/17</p> <p>you'll [2] 25/4 56/4</p> <p>you're [38] 6/2 6/19 7/15 7/19 8/5 8/8 25/3 26/1 26/4 26/5 28/1 28/12 30/20 31/20 33/3 33/21 35/11 42/22 43/6 48/11 48/21 50/9 50/14 51/9 52/14 52/23 54/21 54/22 55/19 56/3 56/8 56/9 56/11 60/14 66/19 69/23 77/13 80/17</p> <p>you've [5] 25/20 65/9 74/15 76/11 83/14</p> <p>your [21] 10/19 10/19 11/21 12/7 20/13 20/14 22/20 30/18 31/20 33/8 34/4 49/14 50/20 52/5 53/1 59/19 70/5 75/12 76/20 79/3 83/16</p>		