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STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION

October 29, 2020- 10:08 a.m. DAY 3

[Remote Hearing conducted via Webex]

RE: DE 19-057
PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
D/B/A EVERSOURCE ENERGY
Notice of Intent to File Permanent Rates
[Hearing on Settlement Agreement]

PRESENT:

Chairwoman Dianne Martin, Presiding
Commissioner Kathryn M. Bailey

Jody Carmody, Clerk
Eric Wind, PUC Remote Hearing Host

APPEARANCES:

Reptg. Public Service Co. of NH, d/b/a
Eversource Energy:
Matthew J. Fossum, Esq.

Reptg. The Way Home:
Raymond Burke, Esq. (NHLA)
Stephen Tower, Esq. (NHLA)

Reptg. Clean Energy:
Elijah D. Emerson, Esq. (Primmer...)

Reptg. AARP:
John Coffman, Esq.

Reptg. Residential Ratepayers:
D. Maurice Kreis, Esq.
Office of Consumer Advocate)

Reptg. Commission Staff:
Suzanne Amidon, Esq.
Scott Mueller, Esq.
Brian Buckley, Esq.

COURT REPORTER: SUSAN J. ROBIDAS, NHLCR NO. 44

1 I N D E X

2 WITNESS PANEL: PENELOPE McLEAN CONNOR
 3 DOUGLAS HORTON
 4 ERICA MENARD
 5 RICHARD CHAGNON
 6 KURT DEMMER

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15 WITNESS PANEL: PENELOPE McLEAN CONNOR
 16 DOUGLAS HORTON
 17 RICHARD CHAGNON
 18 ROGER COLTON
 19 AMANDA NOONAN

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P R O C E E D I N G S

CHAIRWOMAN MARTIN: All right.

Let's go on the record. We're here this morning to continue the hearing in DE 19-057 regarding the Eversource Energy Petition for Permanent Rates. We already made the necessary findings to hold this hearing remotely. However, I will remind everyone that if you have an issue during the hearing, you should call (603)271-2431. And if the public are unable to participate, the hearing will be adjourned and rescheduled.

Okay. Let's take roll call attendance of the Commission. My name is Dianne Martin. I am the Chairwoman of the Public Utilities Commission, and I am alone.

Commissioner Bailey.

COMMISSIONER BAILEY: Good morning. Commissioner Kathryn Bailey, and I am alone as well.

CHAIRWOMAN MARTIN: All right. And let's take appearances next, starting with Mr. Fossum.

MR. FOSSUM: Good morning,

1 Commissioners and assembled parties. This is
2 Matthew Fossum, here for Public Service
3 Company, doing business as Eversource Energy.

4 CHAIRWOMAN MARTIN: All right.
5 Thank you.

6 And Mr. Kreis.

7 MR. KREIS: Good morning,
8 Commissioners, and good morning fellow
9 litigants. I am D. Maurice Kreis, the
10 consumer advocate, speaking to you today from
11 the world headquarters of the Office of the
12 Consumer Advocate. And of course, I'm here
13 on behalf of the Company's residential
14 customers.

15 CHAIRWOMAN MARTIN: All right.
16 Thank you.

17 Ms. Amidon.

18 MS. AMIDON: Suzanne Amidon for
19 Commission Staff. And with me today is Scott
20 Mueller and Brian D. Buckley. And for your
21 information, Attorney Buckley will be
22 conducting the examination of the first
23 panel.

24 CHAIRWOMAN MARTIN: Okay. Thank

1 you for letting me know. And I'll just go
2 through the other counsel I see on the
3 screen. If I miss anyone, let me know.
4 Let's see. Mr. Coffman.

5 MR. COFFMAN: Good morning, Your
6 Honor. Appearing on behalf of AARP, I'm John
7 Coffman.

8 CHAIRWOMAN MARTIN: All right.
9 Thank you.

10 Mr. Burke.

11 MR. BURKE: Good morning,
12 Commissioners, and good morning to the other
13 parties. Raymond Burke from New Hampshire
14 Legal Assistance, representing The Way Home.
15 And with me today, appearing as my
16 co-counsel, also from Legal Assistance,
17 Stephen Tower.

18 CHAIRWOMAN MARTIN: Okay. Mr.
19 Emerson.

20 MR. EMERSON: Good morning,
21 Commissioners. This is Eli Emerson from
22 Primmer, Piper, Eggleston & Cramer, on behalf
23 of Clean Energy New Hampshire. Just as a
24 note for the Commissioners, at 1:30, if the

1 hearing is still going on, I have to leave,
2 and Kelly Buchanan from Clean Energy New
3 Hampshire will be representing CENH from that
4 point forward. Thank you.

5 CHAIRWOMAN MARTIN: All right.
6 Thank you for letting us know that.

7 I think everyone else on the screen
8 as co-counsel has already been identified.
9 But if I did miss anyone, please speak up
10 now.

11 [No verbal response]

12 CHAIRWOMAN MARTIN: Okay. All
13 right. For preliminary matters, I have the
14 Company's motion for confidential treatment.
15 I did -- the Company raised this on the first
16 day of hearing, and no one objected at that
17 time. Does anyone have an objection at this
18 time? I just want to make sure that we've
19 heard from everyone as to whether's there's
20 an objection.

21 [No verbal response]

22 CHAIRWOMAN MARTIN: Okay. Seeing
23 none, the Commission has considered the
24 motion and grants the request for

1 confidential treatment of the attachments and
2 information identified in Appendix A of the
3 motion.

4 All right. Anything else we need
5 to cover before we start with witnesses?

6 [No verbal response]

7 CHAIRWOMAN MARTIN: Okay. Seeing
8 none, let's get the first panel of witnesses
9 sworn in. Ms. Robidas.

10 (WHEREUPON, PENELOPE McLEAN CONNER,
11 DOUGLAS HORTON, ERICA MENARD, RICH
12 CHAGNON and KURT DEMMER were duly sworn
13 and cautioned by the Court Reporter.)

14 PENELOPE McLEAN CONNER, SWORN

15 DOUGLAS HORTON, SWORN

16 ERICA MENARD, SWORN

17 RICH CHAGNON, SWORN

18 KURT DEMMER, SWORN

19 CHAIRWOMAN MARTIN: Okay. Thank
20 you.

21 Mr. Fossum, would you like to
22 begin?

23 MR. FOSSUM: I will. So the
24 Company witness panel this morning is Mr.

1 Horton, Ms. Menard and Ms. Conner. As Mr.
2 Horton and Ms. Menard have previously
3 testified in this hearing, I'll just have
4 them identify themselves and move on to Ms.
5 Conner, just to give a flavor.

6 DIRECT EXAMINATION

7 BY MR. FOSSUM:

8 Q. So with that, Mr. Horton, could you just
9 please state your name and position and
10 responsibilities for the record again.

11 A. (Horton) Yes. Doug Horton, vice-president of
12 distribution rates and regulatory
13 requirements. My group is responsible for
14 all rate and regulatory filings at the
15 Commission.

16 Q. And Ms. Menard, likewise, could you state
17 your name, position and responsibilities for
18 the record again.

19 A. (Menard) Good morning. My name is Erica
20 Menard. I'm manager of revenue requirements
21 for Eversource Energy. And in my position I
22 am responsible for rates and regulatory
23 matters and revenue requirement calculations
24 for a variety of rates presented before this

1 Commission.

2 Q. Thank you. Now, Ms. Conner, could you also
3 now please state your name, your position and
4 your responsibilities for the record.

5 A. (Conner) Yes. Penni McLean Conner. I am the
6 senior vice-president of the customer group
7 at Eversource. In that role, I have
8 responsibilities for ensuring that our
9 customers receive high-quality service, and
10 that involves directly providing them service
11 for call center, metering, billing, credit
12 and collections, meter reading; including,
13 also, my team delivers our energy-efficiency
14 programs, supports customers who are
15 installing new services, program managers
16 that work with our new customer connects, and
17 provide support via social care. So those
18 are responsibilities that I have.

19 Q. Thank you. Ms. Conner, have you previously
20 testified before this Commission?

21 A. (Conner) I have, yes.

22 Q. Thank you. Ms. Conner, back on May 28, 2019,
23 did you submit testimony and attachments as
24 part of the Company's initial filing in what

1 has been marked as Exhibit 11?

2 A. (Conner) Yes.

3 Q. And that same testimony, what has been marked

4 is the -- apologies. Is that same

5 testimony -- is the confidential version of

6 that same testimony what has been marked as

7 Exhibit 12?

8 A. (Conner) Yes.

9 Q. And for both those exhibits, was that

10 testimony prepared by you or at your

11 direction?

12 A. (Conner) Yes.

13 Q. And do you have any corrections to that

14 testimony this morning?

15 A. (Conner) No.

16 Q. And do you adopt that testimony as your

17 testimony for this proceeding?

18 A. (Conner) Yes.

19 Q. Ms. Conner, did you also, on March 4th, 2020,

20 file testimony and attachments as part of the

21 Company's rebuttal and included in what has

22 been marked as Exhibit 48?

23 A. (Conner) Yes.

24 Q. And was that testimony prepared by you or at

1 your direction?

2 A. (Conner) Yes.

3 Q. Do you have any corrections to that
4 testimony?

5 A. (Conner) No.

6 Q. And do you adopt that as your testimony for
7 this proceeding?

8 A. (Conner) Yes.

9 MR. FOSSUM: Thank you. Now, I
10 know that this panel is intended to look at
11 metering issues. I know that earlier -- I'll
12 note that earlier in the week there was some
13 discussion of the requirements of Sections 3
14 and 4 relative to metering, and so I won't
15 belabor those, but I do have a couple of
16 brief questions.

17 BY MR. FOSSUM:

18 Q. Turning first to Mr. Horton. As a follow-up
19 to some questions earlier in the week, do you
20 recall a question from Commissioner Bailey
21 relating to the service life of the Company's
22 analog -- that is, the pre-AMR meters?

23 A. (Horton) I do.

24 Q. There was the question of -- relative to that

1 question, do you know the general service
2 lives of those meters?

3 A. (Horton) Yes. I looked into it. My
4 understanding is generally the expected
5 service life of those meters was
6 approximately 30 Years. There was also some
7 discussions around, you know, what was the
8 age of those meters at the time when we
9 replaced them with AMR, and through this
10 process we had presented information. The
11 meters, more than 60 percent of the meters
12 that were in service at that time were over
13 20 years old. And across the system, the
14 average life was about 26-1/2 years old. So
15 the pre-AMR meters were approaching the end
16 of their useful life at the time the meters
17 were replaced.

18 Q. Thank you. Likewise, with respect to the
19 depreciation of the meters, do you recall a
20 question about the depreciation term of nine
21 years that was agreed to in the settlement?

22 A. (Horton) I do.

23 Q. And there was a question about when that
24 nine-year depreciation life began. Do you

1 have some additional clarity to provide in
2 response to that question?

3 A. (Horton) I do. So, for this settlement
4 agreement, if we were to apply the whole life
5 method of depreciation, which is also a term
6 within the settlement agreement, the general
7 average life that would -- for the meters
8 from today would have been 11 years of the
9 meters that were left.

10 The way that a depreciation study is
11 run, it's not, you know, a clear, straight
12 line. There's more that goes into it. And
13 it's based on the dispersion of expected
14 retirement. Some will be retired -- or
15 expected to be retired sooner than that,
16 others later than that. But generally it was
17 an average life of 11 years. So the nine
18 years is really an acceleration of two years
19 from that amount. The nine years, in other
20 words, starts essentially today, not from the
21 date the meters were installed.

22 Q. Thank you. Now turning to Ms. Conner. It's
23 not directly related to metering, but
24 somewhat related. There were questions --

1 and I understand you were not on the panel
2 earlier this week. But there were questions
3 earlier this week about elimination of the
4 supplier block provision, as stated in
5 Section 14.2 of the settlement agreement.

6 Could you please explain that enrollment
7 process and how that block might have worked,
8 just for clarity.

9 A. (Conner) Absolutely. So when a customer
10 enrolls with a new supplier, we receive an
11 enrollment via EDI, and we process that. If
12 the customer made that in error, it would --
13 the customer would need to contact their
14 supplier, have that reversed, and it would
15 not be effective until the next read date.
16 So there is a bit of time. We have
17 implemented in Massachusetts and Connecticut
18 the option for customers for a block. This
19 has generally been requested by customers who
20 are tired of suppliers calling them and
21 encouraging them to go on competitive supply.
22 However, as Staff appropriately noted, there
23 is a major difference between Massachusetts
24 and Connecticut and New Hampshire. In

1 Massachusetts and Connecticut, we're required
2 to provide the suppliers on a regular basis a
3 listing of customer contact information so
4 that suppliers can market to them. This
5 block by customers protects them from this
6 marketing. And so we have had customers
7 request that.

8 In our hearings, Staff asked that if we
9 were going to pursue a block in New
10 Hampshire, then we would also need to provide
11 a block for customers who are very happy with
12 their competitive supplier and
13 correspondingly didn't want to be
14 accidentally dropped from them. That process
15 would have required programming. So in the
16 end, we felt like it is not a concern here in
17 New Hampshire as it was in Massachusetts and
18 Connecticut about customers receiving robo
19 calls and outreach from marketers that was
20 not to their liking because we don't provide
21 that information. So we simply dropped the
22 provision to offer that block to customers.

23 Q. Thank you. And lastly, to follow up on items
24 that were raised earlier this week, there was

1 some discussion earlier this week on the
2 customer survey that's mentioned in Section
3 11.4 of the agreement that were deferred
4 until you could respond to them. And so now
5 that you are here, could you please explain,
6 generally speaking, how the Company does its
7 customer surveys now and how this survey
8 would fit into that.

9 A. (Conner) I'd be happy to. So we use a
10 variety of tools to capture the voice of the
11 customer. But in regards to our survey
12 tools, we complete both an ongoing voice of
13 the customer survey, a perception survey that
14 asks a series of questions that are in
15 alignment with J.D. Power that cover the six
16 categories that J.D. Power looks at that are
17 important to customers, based on J.D. Power
18 research, which includes reliability,
19 pricing, billing and payment, customer
20 service, citizenship. And so we do that
21 survey on an ongoing basis to understand
22 overall customer perceptions.

23 We also do transactional surveys, such
24 as if we have a storm event, as we're

1 preparing for as we look at some weather
2 coming in this week, if that does occur,
3 after the storm event we do survey our
4 customers, a sample of our customers, to
5 understand their perceptions on our response
6 to that, our ability to provide them with
7 information.

8 What we're proposing here is we're
9 really exploring how customers feel about
10 reliability. And so our proposal here would
11 be to take the information we've gleaned from
12 our ongoing perception surveys and our
13 transactional surveys as they are associated
14 with outages and use that to develop a more
15 granular survey that probes into customers'
16 feelings and concerns and feedback on
17 reliability in our maintenance programs. We
18 would propose to do these surveys with our
19 different classes of customers: Our
20 residential, our commercial, our large
21 commercial customers. We would also plan to
22 leverage our online panel, which we have
23 stood up and has representatives from
24 residential and commercial in New Hampshire.

1 And the benefit of this online panel is we
2 can have the panel be moderated and actually
3 equate it to a focus group. We wouldn't rule
4 out perhaps doing additional focus groups or
5 focus meetings with stakeholder groups. We
6 are open to feedback and input on how the
7 Staff would like to see this process. But
8 that is our thinking about how we would
9 explore gaining an understanding of New
10 Hampshire customers and their feelings about
11 our quality and reliability.

12 Q. Thank you. And I believe you mentioned near
13 the end of your response, but just for
14 clarity, ultimately the survey that's
15 conducted would be done consistent with input
16 from the Staff and the OCA; is that correct?

17 A. (Conner) That is correct.

18 Q. Thank you. Just one last question, and in
19 line with the questions I ask everybody. Is
20 it your opinion and the Company's position
21 that the terms in the settlement agreement
22 that you've spoken about are just and
23 reasonable and in the public interest?

24 A. (Conner) I do.

1 Q. Thank you.

2 MR. FOSSUM: That's what I have for
3 direct this morning.

4 CHAIRWOMAN MARTIN: All right.
5 Thank you.

6 Mr. Buckley, do you have direct?

7 MR. BUCKLEY: Yes, I do. Just a
8 brief direct for both Mr. Chagnon and Mr.
9 Demmer, and I will start with Mr. Demmer.

10 DIRECT EXAMINATION

11 BY MR. BUCKLEY:

12 Q. If you could, just please state your name and
13 position with the Commission.

14 A. (Demmer) My name is Kurt Demmer. I'm a
15 senior analyst for the Electric Division for
16 the New Hampshire PUC.

17 Q. Thank you, Mr. Demmer.

18 And moving to Mr. Chagnon, could you
19 please briefly state your name and position
20 with the Commission.

21 A. (Chagnon) Yes. Good morning. Richard
22 Chagnon, and I'm the assistant director of
23 the Electric Division here at the New
24 Hampshire Public Utilities Commission.

1 Q. Thank you, Mr. Chagnon. And now, Mr.
2 Chagnon, are you familiar with Section 4 of
3 the settlement agreement, which describes the
4 advanced metering functionality and
5 feasibility assessment; Section, 3.3 of the
6 settlement, which provides for a specific
7 accounting treatment of the Company's
8 existing stock AMR meters; and Section 3.4 of
9 the settlement, in which the Company, Staff
10 and OCA agree to work collaboratively,
11 potentially with the help of an independent
12 accounting firm to verify the accuracy of the
13 accounting for and number of meter
14 retirements?

15 A. (Chagnon) Yes, I am.

16 Q. And do you believe that the settlement's
17 resolution of the issues described in those
18 provisions is in the public interest and will
19 result in just and reasonable rates?

20 A. (Chagnon) Yes, I do.

21 Q. And now, Mr. Chagnon, would you like to
22 comment further on those provisions in the
23 settlement agreement?

24 A. (Chagnon) Yes. Thank you. Staff believes

1 that the advanced metering feasibility
2 assessment is a good step forward, bringing
3 better information to the perpetual
4 discussion taking place in multiple venues
5 regarding metering and time-of-use
6 capabilities, such as grid mod, electric
7 vehicles, rate cases, et cetera. It does not
8 lock in a future course, but rather helps us
9 understand the options available, including
10 those options which may not have been
11 addressed in the Connecticut analysis, such
12 as examining whether the existing broadband
13 or cellular communication networks can be
14 used for communication with devices other
15 than Company meters which might offer
16 advanced metering functionality.

17 Staff does appreciate the Company's
18 willingness to continue to review the
19 accounting treatment of the retirements of
20 the meters. As the settlement states, that
21 is an unresolved issue in the minds of the
22 settling parties, and we look forward to
23 resolving that in the months to come. Thank
24 you.

1 MR. BUCKLEY: That's all from
2 Staff. Thank you.

3 CHAIRWOMAN MARTIN: All right.
4 Thank you.

5 Commissioner Bailey.

6 COMMISSIONER BAILEY: Thank you.

7 INTERROGATORIES BY COMMISSIONERS:

8 BY COMMISSIONER BAILEY:

9 Q. Good morning, everyone.

10 Mr. Horton, do you know what the average
11 service life of an AMR meter is?

12 A. (Horton) I believe, subject to check, and
13 Penni may be able to help, I believe it's 20
14 years is the assumed depreciable life.

15 Q. Okay. And I didn't really understand what
16 you were saying when you said something about
17 the average life of the AMR meters were 11
18 years, and we were going to depreciate over
19 the next 9 years the remainder of the meters,
20 the AMR meters. So if we start today and
21 depreciate over nine years, and the first one
22 was installed in 2013, that was seven years
23 ago. So you have seven years of depreciation
24 on the books for these AMR meters?

1 A. (Horton) Yes. So just to clarify, what I was
2 trying to explain is, on the one hand, if we
3 had just implemented the whole life method of
4 depreciation and not had a separate
5 accommodation or provision in the settlement
6 related to nine years, I was trying to
7 clarify what the difference was. I'm getting
8 some feedback. I don't know if that's --

9 Q. Oh, let me put myself on mute.

10 A. (Horton) Okay. That seems better. Thank
11 you.

12 So I was trying to -- there was
13 confusion earlier in the week, and I probably
14 caused it, around what does the nine-year
15 depreciation provision stand for, how much of
16 an acceleration is that. And what I was just
17 trying to clarify in the direct by Mr. Fossum
18 was that it is a slight acceleration versus
19 sort of the status quo. But it's not
20 significant, really. If we were to just
21 implement the whole life method, there would
22 be roughly 11 years remaining of depreciation
23 expense built into rates. So in your
24 example, a meter that was installed in 2013

1 will have seven years of depreciation. And
2 if we were just to implement the whole life
3 method, it would assume 11 years of
4 depreciation left, so that in total it would
5 be depreciated over 18 years; whereas, with
6 the execution of the settlement agreement, we
7 are accelerating from that roughly 11 years
8 remaining to 9 years, so that same asset
9 would depreciate over 16 years.

10 Q. Okay. So does that mean that you can't
11 install AMI meters before they're fully
12 depreciated?

13 A. (Horton) No. I always look at the decision
14 to install AMI meters is a decision that's
15 made on its own based on an evaluation of the
16 cost and the benefits of that. Oftentimes
17 when companies move to that, though, there's
18 a consideration given to the existing
19 metering that's in place and the remaining
20 costs of that, realizing that customers will
21 be paying for meters that are taken out of
22 service potentially prior to the end of their
23 accounting life, which is not something
24 that's atypical, especially for utilities.

1 We replace assets all the time without regard
2 to their accounting life. It's a
3 different -- you know, the accounting of
4 the -- the accounting for the cost of an
5 asset is really an accounting and regulatory
6 cost recovery exercise; whereas, decisions we
7 make in the field to replace a pole when it's
8 broken, obviously we're not going to go look
9 and see if that pole's been fully
10 depreciated. We're going to make the
11 investment that's needed to run the system.
12 So the same theory is in place when we look
13 at metering. But oftentimes commissions and
14 companies and consumer advocates do take into
15 consideration the remaining value of the
16 existing meters because it will weigh on the
17 cost benefit analysis. So we as a Company
18 and, you know, as a Commission could decide
19 prior to the end of the accounting life when
20 is the right time to install AMI in New
21 Hampshire. I think this provision is trying
22 to accelerate, again, slightly, the
23 depreciation, such that that decision will be
24 less of a factor for us when making the

1 decision to move to AMI.

2 Q. Okay. And so if you decide to move to AMI,
3 say in five years, so you still have four
4 more years of depreciation expense to
5 recover, what happens to that depreciation
6 expense?

7 A. (Horton) It would be part of the cost benefit
8 analysis that would go in. Recovery of that
9 remaining undepreciated balance would be part
10 of the costs considering, you know, the
11 deployment of AMI.

12 Q. In your example of a pole that gets broken
13 and replaced before its 40 years of useful
14 life, what happens to the uncollected
15 depreciation expense in that case?

16 A. (Horton) So the typical accounting for
17 utility assets generally like that is that we
18 would retire the plant that's retired --
19 excuse me -- that's taken out of service for
20 accounting purposes so that we would lower
21 our gross plant investment and our
22 accumulated reserve for depreciation by the
23 same amount. The way that's treated for
24 utilities is that's sort of all considered in

1 the context of a rate case, in the context of
2 a depreciation study, where we have
3 accounting lives that have been established
4 through prior rate cases and prior
5 depreciation studies that differ from actual
6 experience.

7 And so in that example, you know, the
8 depreciation studies says we expect the pole
9 to last whatever it is, 40 years. And then
10 in the study the witnesses will evaluate:
11 What's the actual experience? How much is
12 being retired and for what reason? What are
13 the forces of retirement that are in effect?
14 And then, therefore, looking ahead, what's
15 the right depreciation rate that should be
16 applied? Because the idea is to try as best
17 we can to align recovery with the service
18 life. But that will change over time and for
19 a number of reasons and factors that we don't
20 know today. And so in my mind, it's really
21 just sort of a typical, standard utility
22 accounting exercise that all companies and
23 utilities face, and it's just sort of caught
24 up in the depreciation study. It's not

1 anything unique or different. It's just
2 that, like I said, for meters in particular,
3 it's a consideration that everybody weighs
4 more heavily because it can be a significant
5 cost. And at times the benefits of going to
6 AMI relative to the benefits that exist for
7 AMR, or the electromechanical meters that
8 existed previously, you know, you need to
9 take that into account to ensure that the
10 incremental cost and incremental benefit
11 makes sense for customers.

12 Q. Okay. Ms. Conner, in your testimony you said
13 that there were three options to replacing
14 the meters, and one of them was AMR to AMI
15 bridge meter system. Why didn't you go with
16 that?

17 A. (Conner) So we did not go with the bridge
18 metering system because those meters, as we
19 evaluated the cost, were about double the AMR
20 metering, and the benefit seemed di minimus
21 for us to move forward with the bridge meter.

22 The other piece that occurs when you
23 move to the bridge meter is that that
24 particular meter is an Itron product. And it

1 has a communications protocol built within it
2 that requires you then to move with the
3 communications backhaul that is also
4 Itron-proprietary. We felt that moving ahead
5 with a bridge meter that locks us in to a
6 communications backhaul at that time, plus
7 the cost of the bridge meters, that it was
8 not feasible to go that route.

9 Q. Okay. Can we talk a little bit about the
10 feasibility study and what exactly we're
11 going to get from that? Can you, somebody,
12 Mr. Horton, Ms. Conner or Ms. Menard, explain
13 to me what you think we're going to learn
14 from that study?

15 A. (Horton) I can start. I think I agree with
16 how Rich described it in the initial outset,
17 which is to say that, you know, there's a lot
18 of things to consider in a rollout to AMI.
19 And we're really trying to use this study to
20 lay out those considerations as it's specific
21 to New Hampshire. You know, there is -- this
22 is an ongoing dialogue that continues to come
23 up. I think it will help all of us if we
24 have an analysis that's specific to our

1 service territory in New Hampshire, our
2 customers in New Hampshire, the existing
3 state of public policy initiatives which are
4 different in each state.

5 So I think what we're going to get is a
6 comprehensive evaluation of the path forward
7 to AMI and what considerations and challenges
8 we expect to face here in New Hampshire. But
9 then, also, some discussion and consideration
10 around if there are things that can be done
11 in the interim, or things that can be done
12 differently, leveraging potentially existing
13 communication infrastructure, other means to
14 achieve some advanced metering, those are
15 separate things. Looking at the
16 communication infrastructures that exist, is
17 that possible, and why not? And then I think
18 separately to evaluate what things can be
19 done in the interim, leveraging existing
20 technologies and the metering infrastructure
21 that we do utilize today.

22 A. (Conner) If I may build upon that. I would
23 expect this evaluation to provide us with
24 some clarity and some business information

1 that allows us to make decisions going
2 forward on the benefits of AMI, both from a
3 customer perspective, but from an operational
4 perspective. As this AMI technology has
5 matured, we're increasingly gaining
6 operational benefits that can be defined,
7 such as Volt/VAR optimization. So I would
8 expect this study to identify those
9 operational benefits, monetize those
10 benefits, identify the qualitative benefits
11 that customers will receive. It will also
12 evaluate, as Mr. Horton noted, the
13 environment from a policy perspective and
14 from an environment perspective in New
15 Hampshire. By "environment," I mean the
16 terrain. The communications backhaul for
17 metering in New Hampshire will be different
18 because of the terrain and the mountains that
19 we must concur with and ensure that we have
20 good coverage to bring data back. Unlike
21 data from the SCADA system, the AMI data is
22 going to be coming back on some interval
23 basis; likely every 15 minutes is fairly
24 common in the industry. So we're going to

1 need a backhaul system that is secure, put
2 that into place. And that may differ because
3 of just the terrain in New Hampshire.

4 Also from a policy perspective, what we
5 have increasingly started to see is that
6 visibility on the edge of the grid is
7 increasingly important, and it's increasingly
8 important because of the installation of
9 distributed energy resources and
10 behind-the-meter demand assets. This is
11 something that New Hampshire -- and I notice
12 we have Clean Energy -- has started to see an
13 increase in the space as policy promotes more
14 of these clean energy resources being placed
15 on the grid. There's going to be an
16 increasing need for visibility at the edge of
17 the grid, and AMI provides us that visibility
18 to ensure that we can adequately support
19 additional distributed energy resources
20 coming on to the grid.

21 Q. So it sounds like, rather than a study to
22 determine whether it is feasible to
23 transition to AMI, it's more of a study
24 assuming we're going to transition to AMI,

1 what's the best way to do it?

2 A. (Conner) I think it's both the best way to do
3 it and the appropriate timing. So it would
4 also consider the movement forward from a
5 policy perspective, the timing around the
6 infrastructure. There may be some natural
7 moments, as Mr. Horton mentioned. There may
8 be just a moment where there's a large
9 population of meters that are, at the moment,
10 end of life, and it might make sense to
11 capture that opportunity. So it will look at
12 those factors of both the feasibility and the
13 timing of that, yes.

14 A. (Horton) I think I said this earlier in the
15 week. I mean, my belief, I do think at some
16 point in our future we'll be installing AMI
17 in New Hampshire. I don't know when that is.
18 But I also don't want to paint too rosy of a
19 picture. It's still very expensive. And the
20 incremental benefits are, you know, tangible
21 in many respects, and then also subject to a
22 lot of interpretation and assumption in
23 others. So the assessment will help to
24 inform that for New Hampshire, you know, what

1 do we think is a reasonable cost benefit
2 analysis now. And we'll work with the
3 consultant to figure out, you know, how we
4 can establish a road map or what are the key
5 levers of considerations for that into the
6 future. But I just don't want to overlook
7 the fact that it was expensive when we looked
8 at it in 2013. The technology has evolved
9 significantly, but it's still a very
10 expensive proposition for customers. It's
11 something that we just need to be aware of.
12 In Connecticut, when we did the analysis,
13 like I said, it was a positive cost benefit
14 for customers. Very different system. Very
15 different state of affairs there. But it was
16 slightly positive. So we have to see what
17 the numbers say. But I just want to -- you
18 know, I'm pointing out the obvious; it is
19 still very expensive.

20 Q. Okay. So back to a question I had earlier in
21 the week about Paragraph B. "The assessment
22 shall include an assumption that AMR meters
23 had not been deployed." What is that going
24 to get us in this analysis?

1 A. (Horton) With that, so there are incremental
2 benefits that are -- if we were sitting here
3 today looking at it with the meters that
4 still had, you know, walk-up meter readers,
5 hand-held devices to read the meters, manual
6 entry, and we were going to AMI today or into
7 the future, there are incremental benefits
8 that are captured from that analysis. That's
9 a scenario that would show incremental
10 benefits to the investment. The cost would
11 be the same to go to AMI today. From AMR to
12 AMI, the costs will be I think at least
13 generally the same. But the benefits that
14 AMI would enable would be different. So the
15 benefit cost ratio is a different outcome in
16 that. And I think there was interest by the
17 parties to understand what that would be;
18 whereas, where we've already installed AMR
19 infrastructure into our -- in New Hampshire,
20 we're capturing, many of the benefits that
21 exist that would go to AMI. We're no longer
22 doing the manual meter reading, at least for
23 the vast majority of our customers. We've
24 realized and recognized those cost savings

1 and efficiencies; they're in the cost of
2 service. Customers are now getting the
3 benefit of that. And so that means that the
4 incremental benefit from our jumping-off
5 point today is less and different than if we
6 were going from electromechanical meters to
7 AMI. In my view, it's a data point. It's an
8 informational -- it's something that the
9 settling parties were interested in having us
10 evaluate, and so that's why that's there.

11 Q. So basically it's just going to artificially
12 increase the benefits because we already have
13 AMR; is that right?

14 A. (Horton) I don't see it that way. I think,
15 again, it's a piece of information that the
16 settling parties were interested in knowing.
17 The decision to move forward with AMI won't
18 be based on that. It will be based on the
19 cost and benefits of doing it from where we
20 are today, and that's what all parties are
21 going to have to weigh and consider.

22 Q. Okay. Thank you.

23 Mr. Demmer or Mr. Chagnon, do you have
24 anything that you want to add to that?

1 A. (Chagnon) Only that there were many options
2 that the parties considered to look at. That
3 was just one of them to satisfy all of us.

4 Q. Okay. I'm just going through some of my
5 other questions that I think have been
6 answered by that discussion. If I could have
7 just a minute, please.

8 (Pause in proceedings)

9 Q. Okay. Are the parties asking the Commission
10 to find in this, as a result of this
11 settlement, that the investment in AMR
12 metering was prudent?

13 A. (Horton) So I'm not a lawyer. I don't know
14 what finding needs to be made. But the
15 settlement does not -- there was no finding
16 within the settlement that the AMR
17 investments are imprudent. There was clearly
18 differences of opinions amongst the parties
19 of that, and we've made a number of
20 concessions by all of us in order to
21 establish a path forward for, you know, going
22 forward processes and things of that nature.
23 So...

24 Q. Did you say there's nothing in the settlement

1 that the parties agreed that the AMR meter
2 investment was imprudent or prudent?
3 A. (Horton) The settlement agreement, we didn't
4 agree it was imprudent. And there was not a
5 provision in the settlement that says -- I
6 mean, just like any of the other investments,
7 there's no -- there was disagreement amongst
8 the parties about the prudence of certain
9 investments during the course of the
10 proceeding. We don't agree with that. We
11 didn't agree with that. And the settlement
12 agreement doesn't have either party agreeing
13 or disagreeing within the settlement
14 agreement to the prudence of those
15 investments. There are concessions made on a
16 number of fronts and things that we could
17 live with that allowed us to reach the
18 comprehensive settlement agreement and
19 consensus of all parties. Frankly, I think
20 if we weren't able to make those concessions,
21 which was very difficult by all parties
22 making those concessions, those would be
23 things that we'd be litigating before you. I
24 think the settlement agreement and the

1 compromise that we've reached, the way the
2 settlement is structured is a, you know,
3 compromise by all parties to resolve the
4 issues that have been presented in the case,
5 including the prudence of investments that we
6 made for AMR and other things.

7 COMMISSIONER BAILEY: Okay. I'd
8 like to make a request that the lawyers, in
9 their closing arguments, address the prudence
10 issue that the Commission has to make when we
11 add things to rate base.

12 Madam Chair, I think that's all on
13 this section. Thank you.

14 CHAIRWOMAN MARTIN: Okay. Thank
15 you. I would have the same request as
16 Commissioner Bailey for counsel at closing,
17 as to whether we need to make -- we, the
18 Commission, need to make a prudence finding;
19 and if so, can we do that without something
20 in the settlement agreement to that effect.

21 Okay. Let me start with my
22 question for Ms. Conner about the blocking.

23 BY CHAIRWOMAN MARTIN:

24 Q. You were explaining customer enrollment and

1 the competitive energy supply. And you said
2 if a customer did that in error, that could
3 be fixed. But I guess I wasn't clear on how
4 the customer would enroll. Can you just walk
5 through that more specifically?

6 A. (Conner) So in New Hampshire, the way the
7 customer would enroll is that they would
8 respond to broad-based marketing outreach.
9 Again, we do not provide the customer list in
10 New Hampshire. So, typically, suppliers in
11 New Hampshire use more broad-base channels,
12 think radio or perhaps print media, to
13 communicate their offerings. And a customer
14 would respond to the supplier. The supplier
15 would then submit an EDI, electronic data
16 interchange request, per protocols defined by
17 New Hampshire to us, and that allows for an
18 enrollment at the next meter read. If then
19 the customer said, once they got their
20 bill -- so you could imagine it could be a
21 month later they get their bill and they see
22 they're on their new supplier and they
23 realize that, no, I didn't intend to do that.
24 They might call us. They might call their

1 supplier. Either way, we would direct them
2 to their supplier to get removed from that
3 service. The supplier then would send us
4 another EDI to remove them, and that would
5 again take another month or so. As I said,
6 in Massachusetts and Connecticut, because we
7 do and are required to share the customer
8 list data, the suppliers then actually
9 reaches out directly to customers on a more
10 personal level. And some customers have
11 found that to be annoying and have asked --
12 and at customers' request and complaints
13 about this, we built in this blocking
14 mechanism that a customer could request, call
15 us and request that their data not be shared
16 with suppliers.

17 So, really, as we start to fully
18 understand the New Hampshire situation, it's
19 not an issue for New Hampshire customers
20 because we are not supplying the data. The
21 request from the Staff was that if we were
22 going to offer this block to customers, then
23 correspondingly we would need to allow them
24 the reverse block; that if I really love my

1 supplier, that I cannot accidentally be
2 tripped up and sign up for another supplier
3 or -- and that would have required
4 programming. So in the end, we all agreed to
5 remove that request.

6 Q. Okay. Thank you. That was helpful. But is
7 it ever the case that the switch or the EDI
8 request is done in error by the supplier as
9 opposed to the customer?

10 A. (Conner) It could be, yes. There are many
11 reasons that there could be an error. I
12 suppose the supplier could do some fat
13 fingering and there would be some information
14 that is incorrect when they submit the
15 customer to us. Or perhaps the customer --
16 in the case of New Hampshire, this does
17 happen -- that they have a couple of
18 accounts. Perhaps they have both residence
19 and they might have a barn that's on a
20 separate account. Perhaps they intended for
21 both of those to be on there. So there are
22 reasons that the customer may say this is
23 isn't exactly what I wanted to sign up for.

24 Q. Aside from a customer who has multiple

1 accounts, are you aware of that happening in
2 New Hampshire?

3 A. (Conner) Not off the top of my head, no.
4 There is the process of deceptive switching,
5 where suppliers might be preying on elderly
6 customers who were not aware. We have had
7 some of those situations in other states,
8 where suppliers have preyed on -- suppliers
9 perhaps who have also been fined for preying
10 on customers who perhaps where English isn't
11 their first language or perhaps they're going
12 door-to-door and knocking. We have had that
13 issue in some other states, that customers
14 have signed up and then they realize, no,
15 that's not what I intended to do. And so
16 that is something that we're trying to,
17 certainly as we communicate to customers,
18 always, that if they are dealing with a
19 competitive supplier, that there is an
20 opportunity to save money, but you do need to
21 make sure you're asking all those questions,
22 understanding who that supplier is, making
23 sure they're registered and have good
24 reviews, those type of things.

1 CHAIRWOMAN MARTIN: And I just see
2 that Commissioner Bailey has dropped off, and
3 so we need to pause. Let's go off the record
4 and try to get her back on. Why don't we
5 take a five-minute recess.

6 (Brief recess taken.)

7 CHAIRWOMAN MARTIN: We're going to
8 extend the recess to 11:20.

9 (Brief recess was taken at 11:06 a.m.,
10 and the hearing resumed at 11:25 a.m.)

11 CHAIRWOMAN MARTIN: All right.

12 Let's give it a try. Back on the record.

13 BY CHAIRWOMAN MARTIN:

14 Q. Now, Ms. Conner, I apologize for interrupting
15 you. And I wanted to say thank you for your
16 response. That was very helpful.

17 All right. I had a question about Bates
18 Page 7, Section 4.1. There is a statement in
19 there about the functionalities provided by
20 AMR infrastructure are limited when compared
21 to those provided by advanced metering, and
22 it goes on from there.

23 Is this -- does the Company agree with
24 that statement, or is this one of the areas

1 that remains in dispute?

2 A. (Conner) The functionality around AMR is
3 different than AMI. That is a correct
4 statement. The AMI does offer additional
5 benefits. Happy to continue.

6 I think it's important to reflect where
7 we were at in 2013. We were looking at
8 metering infrastructure that was very old,
9 electromechanical metering infrastructure
10 that was very old. In fact, 57 percent of
11 the meters in New Hampshire were over 20
12 years old, and there was a population of
13 225,000 meters that were over 40 years. So
14 we were facing a metering population that was
15 beyond useful life. What happens as meters
16 age is they start to slow down. Customers
17 don't seem to mind that. But it is a reality
18 of what happens as electromechanical meters
19 get old.

20 So I was dealing with a metering
21 infrastructure that was very old. I was
22 dealing with a hand-held meter-reading system
23 that was also obsolete that needed to be
24 replaced. I was concerned very much about

1 safety. We had 100 meter readers in the
2 field. I had just dealt with one who had
3 ended up out from work because they fell
4 through a well that was just covered over by
5 leaves in the fall. So keep in mind, we're
6 walking through customers' premises and
7 working through to get their meter reads, and
8 there are sometimes unseen hazards.

9 So from a safety perspective, both from
10 physically walking and from the amount of
11 driving that our meter readers were doing,
12 there was a concern and safety element that I
13 was working with. And then I was looking at
14 customer satisfaction. So we had customers
15 experiencing a higher level of estimated
16 meters; the reason being, if we have a storm
17 event, let's say snow, we're not able to
18 manually meter read. So there were a higher
19 percentage of customers getting estimates.
20 With AMR, that is obviated. With AMI, that
21 would be obviated.

22 So back in 2013, we looked at this
23 installed metering infrastructure that was
24 facing obsolescence, was obsolete in many

1 cases with 225,000 electromechanical meters
2 over 40 years. We needed to make a decision
3 about how to handle this obsolescence and
4 address the safety. We looked at AMR. We
5 looked at AMI. We also looked also at the
6 bridge meters, as we discussed with
7 Commissioner Bailey. We decided to move
8 forward with AMR, in that it allowed us to
9 deliver high-quality, accurate meter readings
10 to our customers. It enabled us to provide a
11 safe working environment for our employees,
12 and it did allow us to secure the savings
13 associated from moving from manual meter
14 reading to AMR. And those savings, as Mr.
15 Horton noted, have been baked into our
16 revenue requirements going forward. So
17 customers are now seeing the benefit of those
18 savings, as they should.

19 We did look at AMI at the time. AMI
20 continues, as that technology evolves, as the
21 metering infrastructure evolves, it becomes a
22 better and better proposition. In fact, in
23 2013, it was a rare case, unless you had some
24 additional government subsistence -- and some

1 utilities did get grants to convert, and you
2 saw a number of them do that back during that
3 Obama era. But without that, these business
4 cases were typically not cost-effective, and
5 it's because the meters were very expensive.
6 And then you had the communications
7 infrastructure that must be put into place.
8 It has to be separate than your SCADA
9 infrastructure.

10 This is important because, as you are
11 aware, cyber security, energy is a top, top
12 target for bad actors. And so the security
13 piece here becomes important, and actually,
14 going forward is increasingly more important.
15 We certainly don't want to provide the
16 convenience for a bad actor to infiltrate our
17 system from the convenience of their sofa in
18 their home because we have two-way metering.
19 And so the communications infrastructure has
20 to go in.

21 AMI starts to make sense for customers
22 when we have -- when we're moving towards a
23 system where we've got time-varying rates,
24 where customers have a load that can be moved

1 to benefit from time-varying rates. The
2 reality is, in New England, unlike where I
3 grew up in the south, we don't have a large
4 investment in essential central AC. So when
5 you start looking at who has the
6 discretionary load to actually benefit from
7 time-varying rates, it becomes a much smaller
8 population. Time-varying rates enforced on
9 customers, we've always advocated at
10 Eversource they be optional. Time-varying
11 rates become something that become really
12 onerous for customers if they were required
13 to move to that. So, but at the time, we
14 were looking at policy, where New Hampshire
15 was at. We had a very low penetration and
16 nothing in the future about more distributed
17 energy resources coming onboard. We had a
18 situation where there wasn't discussion
19 around time-varying rates. At the time, New
20 Hampshire would have been, and still would
21 be, the very first to move forward in our
22 state territory for AMI. Moving to AMI not
23 only means changing out the meters, but it
24 means changing out the communications

1 infrastructure. It requires a meter data
2 management system to store all those reads.
3 We collect seven pieces of data one time a
4 month from every one of our meters. It
5 increases exponentially if I'm collecting 50
6 pieces of data, which is what AMI does, every
7 15 minutes. I have to collect that data, I
8 have to validate that data, I have to store
9 that data, I have to present that data to
10 customers. So then the final piece that AMI
11 needs to be really effective is a CIS system
12 that can support that. We don't have any of
13 those pieces.

14 So when we looked at AMI and we looked
15 at the cost -- and I will be candid. We gave
16 some figures in there around the cost of the
17 communications, the MDM. Those were, as I
18 look at it today, very unrealistic. But the
19 reality was very low. But the reality was
20 magnitude of scale, whether it was 100
21 million or it was 300 million, as we think it
22 would be today, it is a significant
23 investment that we knew would take time to
24 move through and get agreement on and ensure

1 it was in alignment with the policies. And
2 yet, I was dealing with an infrastructure
3 that needed to be dealt with now. I was
4 dealing with safety concerns that needed to
5 be dealt with. So that is why we made the
6 move to AMR. We have delivered as we
7 committed to those savings, and that has now
8 been imputed into our revenue requirements.
9 Customers are seeing the benefits. And that
10 is why we didn't move to AMI back in 2013.

11 Today the world is different. AMR --
12 AMI technology has reduced in price. The
13 sophistication and the ability to install
14 meter data management infrastructure has
15 become more commonplace. So it will be a
16 system that is more likely that there's
17 knowledge and expertise about how to put them
18 in and how to leverage it. And in fact, at
19 the time that we looked at New Hampshire, as
20 Mr. Horton noted, we believe it's a matter of
21 when is the right time, when do we have the
22 policies that drive this need, when is it the
23 right time for consumers. Then we can --
24 this business case that we're working on will

1 help us define both the benefits, and there
2 are many, and more operational benefits that
3 we're starting to see from AMI as we develop
4 these use cases. As more and more utilities
5 across the country enter into AMI, we're
6 starting to get new use cases that we
7 couldn't have imagined in 2013.

8 So what New Hampshire will benefit from
9 as we look at this business case now is a lot
10 of new benefits that are coming to surface as
11 you address AMI. So I wanted to have the --
12 I'm glad I had the opportunity just to set
13 the groundwork of what I was looking at in
14 2013 and why we made the decision to go to
15 AMR.

16 Q. All right. Thank you. So it sounds like,
17 though, there is no dispute. The Company
18 doesn't dispute that statement at this time,
19 that the AMR infrastructure is more limited.

20 A. (Conner) No, that's a correct statement. The
21 AMR infrastructure is not a two-way
22 communication infrastructure.

23 Q. Okay. Thank you for that.

24 You mentioned cyber security and

1 confidentiality concerns. Those are going to
2 be reviewed as part of the feasibility
3 assessment. But at a high level, can you or
4 someone else on the panel describe what the
5 concerns are?

6 A. (Conner) It's the fact that you've got a
7 two-way communication at the meter, at the
8 service point at everyone's home. So now I'm
9 not just sending a signal to get information.
10 It's actually going two ways. I'm sending a
11 ping to the computer, to the meter, saying I
12 need data, and the meter is sending back
13 information over communications
14 infrastructure. You've provided a gateway at
15 the consumer's home that in theory we
16 obviously would need to ensure could not be
17 penetrated by a customer to allow them to
18 create, let's say a virus or something like
19 that. So cyber security, that communications
20 backhaul, the best practices are it is an
21 isolated backhaul. It has the encryption.
22 It has the security procedures to ensure that
23 we keep that data safe. It is not a shared
24 communications backhaul. It is not a public

1 communications backhaul.

2 Q. Okay. Thank you.

3 The settlement agreement doesn't appear
4 to provide a timeline for the assessment,
5 unless I've missed it. Is there a timeline,
6 or is there an expectation to when this will
7 be done?

8 A. (Horton) I can speak to that. No, I don't
9 believe there's a timeline specific to that.
10 I'll just note that we are trying to leverage
11 to whatever extent we can, realizing it's
12 going to be different from Connecticut. But
13 we do have a consultant that we worked
14 closely with to develop a business case in
15 Connecticut, and I think there's some
16 efficiency there to be gained if we were to
17 utilize that same consultant, which will
18 degrade over time. So at least from the
19 Company's perspective, our interest is to
20 move forward with this once we get approval
21 of the settlement agreement and then begin to
22 work with Staff and the OCA on the scope, the
23 scope and the scenarios, and then just move
24 forward with it as quickly as reasonably

1 possible, in light of all the other work that
2 staff and the OCA have on their plates.

3 Q. What was the timeline in Connecticut? How
4 long did it take for the --

5 A. (Horton) I don't know specifically. I think
6 it was around six to eight months. We filed
7 that in July. I know we were working on it
8 at the beginning of the year, but I do think
9 there was work already underway at that
10 point. So, you know, it was a fairly
11 sizeable effort.

12 A. (Conner) That is correct, Doug. It was
13 around nine months we started before this
14 filing.

15 Q. Nine months, including the development of the
16 scope and all, or just for the assessment?

17 A. (Conner) That was for the assessment and then
18 developing all the testimony and the work
19 around that. So there was -- I do think that
20 there will be some efficiencies, as Mr.
21 Horton mentioned, in that the Company wanted
22 to make sure that so many of these
23 assumptions were vetted. So now we have done
24 that vetting of assumptions. Let's say, for

1 example, there were some assumptions in there
2 around the displacement of phone calls
3 associated with high bills because we would
4 have AMI and the visibility of the meter
5 reads along the way, the visibility of how my
6 bill was going along the way. We've already
7 vetted that assumption. And so we would just
8 be double-checking versus going through the
9 whole piece of starting with trying to get
10 the data. So, again, as Mr. Horton said,
11 there is some benefit in this recent
12 analysis. We've completed the vetting. What
13 the Company has done I think would
14 fast-forward the work associated with this
15 effort.

16 Q. So it sounds like it's reasonable to expect
17 that this will be done in under nine months.

18 A. (Conner) I would expect --

19 A. (Horton) I expect it to be, yeah.

20 A. (Conner) Yeah.

21 Q. Okay. And then after it is complete, what's
22 the plan to implement the results?

23 A. (Horton) I think that depends on what --

24 well, the result, I think, is going to be

1 information. And so I think it's going to
2 depend on what the result tells us, and then
3 we can start to figure out what would be
4 implemented. In other words, you know, I'm
5 not anticipating the result of this is
6 necessarily a plan that would be presented to
7 replace AMI, you know, beginning in '22,
8 right, to install AMI. That's not what this
9 is intended to produce. Because, again, I
10 think the reality is it's an expensive
11 proposition, and we're all concerned about
12 bill impacts to customers.

13 I think what it's going to do is provide
14 a lot more information about what the
15 functionality is that exists, what the
16 functionality could be with AMI, and what are
17 the -- what's a reasonable path forward, as
18 well as what are other limitations or
19 considerations or opportunities in New
20 Hampshire that would be specific and unique
21 to New Hampshire. We've talked about the
22 geography. We've also talked about the
23 different level of adoption of DG and other
24 public policies. There's also considerations

1 that were discussed as part of the proceeding
2 around the opt-in nature of additional
3 functionality that some AMI metering
4 infrastructure does offer; whereas in New
5 Hampshire, it's an opt-in consideration to
6 enable the communication with in-home devices
7 to the meter. And even how does that work
8 when we go to select an AMI infrastructure,
9 in light of the legislation that exists.
10 These are all things that were discussed that
11 I think we need to consider in this
12 assessment.

13 So to your specific question, I think we
14 don't know what the next step's going to be.
15 I think the output from it is information
16 that we are all interested in having, and I
17 think would be helpful to the Commission as
18 well as we continue to move through these
19 issues in a number of different dockets.

20 Q. Okay. Thank you.

21 Mr. Chagnon, what's Staff's expectation?

22 A. (Chagnon) Staff's expectation is the same as
23 Mr. Horton, what he just said. It's
24 information that we can just know going

1 forward, but it doesn't necessarily mean it
2 creates an action or a change right away.

3 Q. Okay. Thank you.

4 I have one more question on Bates
5 Page 7. There's a provision for after the
6 retirement review, the accounting review.
7 There's supposed to be collaboration, and
8 there's a potential to hire a consultant to
9 do an independent review. And then in the
10 last sentence, and Commissioner Bailey raised
11 this, it says that nothing precludes Staff or
12 the OCA from petitioning the Commission after
13 all of that has happened from reviewing the
14 accounting.

15 I guess this would go to Staff. What
16 scenario would that occur in? We've already
17 had collaboration. We've had the independent
18 accounting. Where do you see that happening?

19 A. (Chagnon) That was put in just so that we
20 would have a backup, you know, that Staff or
21 OCA or any party wouldn't be locked in to
22 what the result is. If we indeed thought
23 otherwise, then we would bring it forward.
24 So it's just so that it didn't close the door

1 on anything that we thought we needed to
2 bring to the Commission.

3 Q. Okay. Thank you for that.

4 CHAIRWOMAN MARTIN: I don't have
5 any other questions.

6 Commissioner Bailey, do you have
7 any follow-up questions?

8 COMMISSIONER BAILEY: I do have one
9 follow-up question. I think I touched on
10 this the last time, in that same area that
11 you just mentioned.

12 BY COMMISSIONER BAILEY:

13 Q. So if the accounting review exposes a
14 deficiency in the way the meters were
15 accounted or, you know, all the retirements
16 were or were not in, and it would have
17 affected rates, is it too late to do anything
18 about it?

19 A. (Horton) Want me to try to address that?

20 A. (Chagnon) Please do.

21 A. (Horton) So obviously coming out of this
22 case, the Commission will issue a decision
23 approving the rates that are in effect.
24 That's clear. I think what this provision

1 acknowledges is that all parties are
2 comfortable and confident that that's the
3 right thing to do. I think everybody has
4 testified the settlement is producing just
5 and reasonable rates. So that's period, you
6 know, end of statement. But we have this
7 issue that's lingering, that we want to make
8 sure that Staff and the OCA are comfortable?

9 And there's the potential that the
10 accounting issues, when we get through this
11 exercise, could result in an adjustment to
12 the accounting, which then could result in a
13 change to the rates. I testified, and I
14 believe that if that were to happen, it would
15 be small and that we'd be able to resolve
16 what the right resolution of that is. And I
17 think that's why we had that last statement
18 in there. However small it is -- and it may
19 not be, I suppose -- Staff wants to have the
20 ability, or other parties, to petition the
21 Commission to do something. I'm confident
22 that we'll be able to -- first I'm confident
23 that we'll be able to resolve the open
24 questions in Staff's and the OCA's mind

1 through this process and that we'll -- and
2 I'm confident that there will be no other
3 changes coming. But in the event there are,
4 I think we would work together to try to
5 figure out what the solution is. Maybe it's
6 a change that's reflected in the step
7 adjustment. Maybe it's a change that's
8 reflected in the RRA. I think we have to
9 wait to see to get through the first step of
10 the process. And I think, really, to some of
11 the questions you've been asking on other
12 topics, if we didn't have that in there, it
13 would have been sort of like, so what. What
14 are we going to do we if we get through this
15 and there is an issue and Staff didn't -- and
16 we didn't have this provision to allow
17 parties to try to do something with it? One
18 way of saying so I'm not anticipating there
19 to be a problem to come out of this. I
20 believe the rates that we're approving are
21 just and reasonable -- you're approving are
22 just and reasonable. But we do have this
23 process we need to follow through, and there
24 could be a potential to have some other

1 adjustment. And we'd work through that at
2 that time.

3 Q. Thank you. That was very helpful.

4 COMMISSIONER BAILEY: That's all I
5 have, Madam Chair.

6 CHAIRWOMAN MARTIN: Okay.

7 Mr. Fossum, do you have any
8 redirect?

9 MR. FOSSUM: I believe I just have
10 one.

11 REDIRECT EXAMINATION

12 BY MR. FOSSUM:

13 Q. Mr. Horton, you were asked a couple questions
14 about the prudence of the AMR investment. Do
15 you recall those questions?

16 A. (Horton) Yes, I do.

17 Q. Do you have, having had a few minutes to
18 think about it, do you have some additional
19 clarity to provide in response to
20 Commissioner Bailey's question on the
21 prudence of that investment?

22 A. (Horton) Yes. Just to be more firm and
23 clear, and also recalling Mr. Chagnon's
24 testimony from earlier in the week, I know he

1 joined us, if you can swear them in.

2 (WHEREUPON, ROGER COLTON AND AMANDA
3 NOONAN were duly sworn and cautioned by
4 the Court Reporter.)

5 ROGER COLTON, SWORN

6 AMANDA NOONAN, SWORN

7 CHAIRWOMAN MARTIN: Thank you.

8 Mr. Fossum, would you like to
9 begin?

10 MR. FOSSUM: Thank you. I'll note
11 Mr. Horton and Ms. Conner have been
12 previously qualified, and their testimony has
13 been addressed, so I won't be addressing that
14 now.

15 So this panel, we are directing
16 ourselves to a couple of items that we didn't
17 really spend much time on in the overview,
18 speaking to what's in Sections 12 and 13 of
19 the settlement regarding the fee-free credit
20 proposal and the New Start program.

21 DIRECT EXAMINATION

22 BY MR. FOSSUM:

23 Q. Ms. Conner, Mr. Horton, are you both familiar
24 with those provisions?

1 A. (Conner) Yes.

2 A. (Horton) Yes.

3 Q. Taking them in the order that they appear in
4 the agreement then, Section 12 is discussing
5 this fee-free credit and debit card program.

6 Ms. Conner, could you, beyond what's
7 specified in the agreement, could you provide
8 a little detail about what that program will
9 look like.

10 A. (Conner) What we're offering for customers
11 here is on a one-time payment, as they may
12 decide to make a payment, they would have the
13 option to -- today they have the option to
14 pay with a credit card or debit card, but
15 there is a convenience fee associated with
16 that payment. We would, in this settlement,
17 eliminate that fee for making that one-time
18 payment either by credit or debit card. And
19 we know that this, based on customer
20 feedback, is a top dissatisfier for
21 customers, the fact that there is a
22 convenience fee. Obviously, as we look at
23 the world today, moving towards cashless,
24 particularly now in the pandemic, has become

1 even more common. So this offering, I think,
2 will be of great value. And we're very
3 pleased to work with Staff to develop a
4 settlement on it.

5 Q. And just to be clear, the version of that
6 program that's being implemented now, is that
7 to be in an end-state for that program, or
8 could it be that there might be additional
9 changes in the future?

10 A. (Conner) I would envision that we'll continue
11 to monitor and evaluate this program. I know
12 that Ms. Noonan has identified a series of
13 metrics that we will look at to understand
14 the benefits of this program going forward,
15 and I think that is very prudent. I also
16 know that Staff is very interested in us
17 offering this program for recurring payments.
18 So in the case of New Hampshire, if a
19 customer is on recurring payments, which is
20 92,000 customers, offering them the
21 capability of establishing a credit card or
22 debit card for that recurring payment is of
23 interest to the Staff. That is not included
24 in this settlement, but certainly something

1 that as we moved forward and get an
2 understanding of the adoption rate and the
3 cost we can further discuss if it's the right
4 time and right approach for New Hampshire
5 customers.

6 Q. Thank you. And turning now to the following
7 section, Section 13. Could you, beyond
8 what's specified in the agreement, could you
9 discuss the program that's being implemented
10 through this section.

11 A. (Conner) I'm sorry. The arrearage
12 forgiveness program?

13 Q. Yes. Section 13, New Start arrears
14 management program.

15 A. (Conner) New Start arrears management. I'm
16 very excited about this. I believe that
17 having this capability to allow our customers
18 an arrears management program, that if they
19 qualify and are coded hardship, that they can
20 move on -- and it's proven as a best
21 practice -- that it allows a customer to,
22 over the course of the year, demonstrate that
23 they can pay their monthly, average monthly
24 energy bill going forward. It creates -- you

1 know, we'll partner with agencies, such as
2 The Way Home, to get outreach and education
3 for our customers to support them in this.
4 But at the completion of that year-long
5 payment, their arrears that they would have
6 had gets completely forgiven. And we always
7 look forward to those customers continuing to
8 move forward and hopefully not needing that
9 type of program in the future. However, we
10 also know that sometimes more bad things
11 happen, as we've seen with this pandemic. So
12 that program that we're proposing here would
13 allow customers, if they qualify, to enter
14 into an arrears forgiveness arrangement that,
15 as they paid their current bills, they could
16 have their one-twelfth each month of their
17 arrears forgiven. If they miss a payment,
18 they are allowed to make that up and continue
19 on with the program. And then we still have
20 some details to work out and look forward to
21 a collaborative that has been recommended,
22 that we will stand up very quickly at the
23 beginning of the year to work out the finer
24 details with this.

1 Q. On that last point, could you explain a
2 little more your expectations for that group
3 that you said will be "stood up quickly," how
4 that group -- how you envision that
5 functioning?

6 A. (Conner) Well, I envision it being a
7 collaborative process where we start a
8 stakeholder group that would develop the
9 final recommendations of the program. It
10 would address some of the nits. These are
11 small details, and we just ran out of running
12 room during the agreement process to do all
13 of those minute details. But we would work
14 with the group to finalize those details and
15 make it make sense for New Hampshire.

16 I have found, you know, this is -- we
17 operate and offer these programs in
18 Massachusetts and Connecticut. And actually,
19 only 13 states, now 14 with New Hampshire,
20 have arrears forgiveness. But more are very
21 interested in this, doing this. But each one
22 of them makes the business rules that make
23 sense for them. And that's what we'll work
24 with New Hampshire on is what makes the most

1 sense for business rules for New Hampshire
2 customers. I know that Staff and the various
3 advocate groups have that intimate knowledge
4 of their customers, and we'll look forward to
5 being in a collaborative and looking at those
6 and doing the fine details on it.

7 Q. And do you also envision this group to
8 provide sort of continuing input and
9 information on the program?

10 A. (Conner) Well, as part of this, we plan to
11 have a regular filing of a series of metrics,
12 which I think also is a very good idea to
13 understand the participation rates, what the
14 success rates are, how it impacts or reduces
15 our truck rolls associated with credit. So
16 there's some good benefits I think will be
17 teased out here, a good understanding of
18 customer behavior associated with this. And
19 I believe we'll gain learnings about how we
20 communicate and educate on this, perhaps how
21 we combine it with our energy-efficiency
22 programs, so that we can reduce the share of
23 wallet that our hardship customers have
24 associated with energy. So I do envision

1 that ongoing we'll take learnings from the
2 program and use it to enhance the program
3 going forward.

4 Q. Very good. Thank you.

5 MR. FOSSUM: That is what I have
6 for direct on these topics.

7 CHAIRWOMAN MARTIN: All right.
8 Thank you.

9 Mr. Burke.

10 MR. BURKE: Thank you, Madam Chair.

11 DIRECT EXAMINATION

12 BY MR. BURKE:

13 Q. Mr. Colton, could you please state your name,
14 your position and your role in this case.

15 A. (Colton) My name is Roger Colton. I am a
16 principal in the firm of Fisher, Sheehan &
17 Colton, Public Finance and General Economics.
18 I have been retained to provide expert
19 testimony for The Way Home, an intervenor in
20 this proceeding.

21 Q. Thank you. And could you tell us, have you
22 previously testified before this Commission?

23 A. (Colton) I have previously testified before
24 the New Hampshire Commission, and I've worked

1 on behalf of the Commission. My testimony
2 has related primarily to low-income issues,
3 both customer service issues, rate
4 affordability issues or bill affordability
5 issues, and energy efficiency or
6 usage-reduction issues.

7 Q. Thank you. And did you prepare written
8 direct testimony with the attachments that
9 were filed on behalf of The Way Home in
10 connection with this proceeding that were
11 dated December 20th, 2019?

12 A. (Colton) I did.

13 Q. And has that direct testimony been marked for
14 identification purposes as Exhibit 24 for
15 this hearing?

16 A. (Colton) It has.

17 Q. And do you have a copy of Exhibit 24 in front
18 of you now as we speak?

19 A. (Colton) I do.

20 Q. And was this testimony prepared by you or at
21 your direction?

22 A. (Colton) It was.

23 Q. And Mr. Colton, does this direct testimony,
24 premarked as Exhibit 24, accurately reflect

1 your opinion at the time you prepared it,
2 based on facts known to you at that time?

3 A. (Colton) It was. It did.

4 Q. And do you have any corrections to note or to
5 make today to your direct testimony?

6 A. (Colton) I do not.

7 Q. So if I asked you all of the questions that
8 you were asked in Exhibit 24 as to the
9 original Company proposal, would your answers
10 be the same today?

11 A. (Colton) They would be.

12 Q. And do you adopt Exhibit 24 as your sworn
13 testimony today?

14 A. (Colton) I do.

15 Q. Broadly speaking, and without going into
16 specifics, what subject matters did you
17 review and cover in your direct testimony
18 with regard to the Company's proposal, as it
19 was filed on May 28, 2019?

20 A. (Colton) Broadly speaking, my testimony
21 addressed primarily the arrearage management
22 program that the Company proposed. I
23 addressed the need for the arrearage
24 management program. I addressed certain

1 structural aspects of how an arrearage
2 management program should be designed and
3 developed. I addressed certain issues
4 involving the actual implementation of the
5 arrearage management program, and I raised
6 some cost recovery issues. Outside of
7 arrearage management, I further addressed
8 certain customer service issues which weren't
9 addressed in the settlement. So I'll just
10 leave it that I did raise some customer
11 service issues.

12 Q. Thank you. And Mr. Colton, did you also
13 prepare written rebuttal testimony that was
14 filed on behalf of The Way Home, dated
15 March 3rd, 2020, which has been marked for
16 identification as Exhibit 42 for this
17 hearing?

18 A. (Colton) Yes.

19 Q. And do you have a copy of Exhibit 42 in front
20 of you now as we speak?

21 A. (Colton) I do.

22 Q. And was this rebuttal testimony prepared by
23 you or at your direction?

24 A. (Colton) It was, yes.

1 Q. And similar to the questions about --
2 (connectivity issue)

3 (Court Reporter interrupts.)

4 Q. -- the questions that I asked about the
5 direct testimony, is this Exhibit 42, does it
6 accurately reflect your opinion at the time
7 you prepared it, based on facts known to you
8 at this time -- at that time? Excuse me.

9 A. (Colton) Yes.

10 Q. And do you have any corrections to make to
11 your rebuttal testimony today?

12 A. (Colton) I do not.

13 Q. So if I asked you all of the questions that
14 you were asked in Exhibit 42, would your
15 answers be the same today?

16 A. (Colton) They would be.

17 Q. And do you adopt Exhibit 42 as your sworn
18 testimony today?

19 A. (Colton) I do.

20 Q. Thank you. And broadly speaking, without
21 going into specifics, what subject matter did
22 you address in your rebuttal testimony?

23 A. (Colton) In my rebuttal testimony, I again
24 addressed the proposed arrearage management

1 program. There were not specific
2 disagreements in my rebuttal testimony. My
3 rebuttal testimony was devoted to the
4 reporting requirements that I would recommend
5 in order to track the operation and impacts
6 of the proposed arrearage management program.

7 Q. Thank you. I would like now to draw your
8 attention to -- (connectivity issue)

9 (Court Reporter interrupts.)

10 A. -- the document that has been marked for
11 identification as Exhibit 58 in the
12 settlement agreement and the attachments
13 which are the primary subject of these
14 hearings.

15 Mr. Colton, are you familiar with
16 Exhibit 58 and the terms of the settlement,
17 specifically as they relate to the New Start
18 program, which is covered at Bates Pages 27
19 through 29, and in Appendix 7, at Bates 64 to
20 67?

21 A. (Colton) I am, yes.

22 Q. And do you have a copy of Exhibit 58 in front
23 of you?

24 A. (Colton) I do. I have a copy of Section 13

1 and Appendix 7 in front of me.

2 Q. And did you -- oops, excuse me.

3 And did you participate in the
4 discussions and negotiations that led to the
5 settlement agreement marked as Exhibit 58?

6 A. (Colton) I did.

7 Q. And would you be in a position to answer
8 questions about the New Start program as it's
9 described in Exhibit 58?

10 A. (Colton) Yes.

11 Q. Thank you. Just a few more questions.

12 Mr. Colton, do you support the approval
13 of the New Start program as described in
14 Exhibit 58?

15 A. (Colton) I do. I believe that the -- yes.
16 The answer to your question is yes.

17 Q. And as I think you were about to do, could
18 you please briefly describe why you support
19 the approval of New Start as it's described
20 in Exhibit 58 and why you believe the program
21 is important specifically for low-income
22 customers.

23 A. (Colton) Sure. As we started out in one of
24 the early questions you asked me, you asked

1 if I had appeared before the New Hampshire
2 Commission before. And I indicated that I
3 had not only appeared as a witness before the
4 New Hampshire Commission, but I've worked
5 with this Staff, and indeed in a
6 collaborative involving the Staff, the
7 Community Action Agencies, the utilities, and
8 The Way Home.

9 We've put -- we, in New Hampshire, the
10 stakeholders in New Hampshire, have put a lot
11 of effort into promoting bill affordability
12 for income-eligible customers in New
13 Hampshire. What we've learned in the last
14 few years, however, is that, even if you
15 adequately address the affordability of bills
16 for current service on a going-forward basis,
17 bills could remain unaffordable because of
18 pre-existing arrears. People don't make
19 separate payments toward their bills for
20 current service and for their bills for
21 pre-existing arrears. People make payments
22 toward their total bills. And so a Company
23 such as Eversource needs to address not only
24 the bill for current service, but needs to

1 address the arrearages as well.

2 In my experience in New Hampshire, I
3 believe that by addressing the bills for
4 current service, as has been done through the
5 years, in combination with an arrearage
6 management program, bills will be made
7 affordable both from the perspective of the
8 customer who might otherwise have an
9 inability to pay, and from the perspective of
10 the utility, in the sense of inability to
11 collect. So it will provide -- "it," being
12 an arrearage management program, will provide
13 benefits to the customer base, to the
14 low-income customer base, to the
15 non-low-income customer base, and to the
16 utility itself. It is a good idea. It
17 should be pursued. It should be approved.

18 Q. Thank you. And I would like to now draw your
19 attention to Appendix 7 of Exhibit 58, at
20 Pages 64 to 67. This appendix describes the
21 metrics that the Company will report with
22 respect to the New Start program that Ms.
23 Conner mentioned a moment ago. Do you
24 support the reporting of those metrics as

1 they're described in Exhibit 58?

2 A. (Colton) I support both the metrics that have
3 been proposed, and I support the timing of
4 the reporting which was addressed in the
5 settlement.

6 Q. And could you briefly explain, in your
7 opinion, why the data collection and
8 reporting is important and why you support
9 this provision of Exhibit 58?

10 A. (Colton) Sure. I believe that what's being
11 proposed in New Hampshire is the right way to
12 approach a proposal such as this. What we're
13 trying to do through -- or what Eversource --
14 I say "we" -- but what Eversource is trying
15 to do through a proposal such as the
16 recommended AMP is not simply to provide
17 dollars to low-income customers because
18 they're low income, we're trying to
19 accomplish a specific outcome. We believe
20 that there are customers who have arrearages,
21 who, unless we address those arrearages, will
22 face an inability to retain service. And so
23 the metrics that are being proposed allow the
24 Company, allow the Commission, allow the OCA,

1 and allow stakeholders such as The Way Home,
2 to be able to measure and follow or track the
3 outcomes, not merely the expenditures on the
4 program, but what the program is actually
5 accomplishing. And I believe that having
6 that outcome-based approach to an ongoing
7 review of the AMP is an appropriate way to
8 design and implement a program such as this.

9 Q. Thank you. Now drawing your attention to
10 Paragraphs 13.5 and 13.6 on Bates Pages 28
11 through 29 of the settlement agreement.
12 These paragraphs discuss the creation of a
13 stakeholder group to develop a comprehensive
14 program design and to assist in the
15 long-term monitoring and evaluation of the
16 program. Is that correct? Is that your
17 understanding of these paragraphs?

18 A. It is. That is my understanding.

19 Q. And do you support the creation of a
20 stakeholder group?

21 A. Absolutely.

22 Q. And in your opinion, why is it important to
23 create a stakeholder group that is charged
24 with the development and monitoring of the

1 program?

2 A. (Colton) I agree with the testimony that was
3 previously given just a few minutes ago by
4 the Company's witness, in that there are
5 details in the implementation of a program
6 such as this which simply can't be or cannot
7 be worked out in a litigated case. The
8 details of the operation and the actual
9 implementation require frequently a
10 discussion amongst stakeholders about what
11 should be done. But it also requires the
12 monitoring of how the program is being
13 implemented and how the intended
14 beneficiaries are reacting to the program.
15 And there needs to be a group that can
16 respond to the data that we just talked about
17 a minute ago that's being developed and
18 reported, and factoring that data into how
19 the program itself will be implemented. And
20 that absolutely needs to be done at the first
21 level through a collaborative process such as
22 the work group.

23 Q. Thank you, Mr. Colton. And finally, do you
24 believe that the creation of the New Start

1 program as described in Exhibit 58 is in the
2 public interest and will aid in establishing
3 just and reasonable rates?

4 A. (Colton) I do.

5 Q. Thank you.

6 MR. BURKE: Madam Chair, no further
7 questions from me at this time.

8 CHAIRWOMAN MARTIN: All right.

9 Thank you.

10 Ms. Amidon.

11 MS. AMIDON: Thank you.

12 DIRECT EXAMINATION

13 BY MS. AMIDON:

14 Q. And good afternoon, Ms. Noonan. We heard Ms.
15 Conner mention you in her testimony here
16 today. I would like to take care of the
17 preliminary matters first.

18 By whom are you employed, and what is
19 your position?

20 A. (Noonan) Good morning. I'm employed by the
21 New Hampshire Public Utilities Commission as
22 the director of Consumer Affairs -- Consumer
23 Services and External Affairs.

24 Q. Have you previously testified before the

1 Commission?

2 A. (Noonan) Yes, I have.

3 Q. And did you participate in the investigation
4 of this petition?

5 A. (Noonan) Yes, I did.

6 Q. Could you please summarize the aspects of the
7 petition that you examined.

8 A. (Noonan) Certainly. My focus was on three
9 areas. The first was the proposal known as
10 the fee-free program, which is applicable to
11 residential customers, and would eliminate
12 the fee incurred when paying a utility bill
13 via credit card. The second was the
14 introduction of an arrears management program
15 called New Start for those residential
16 customers who would be considered financial
17 hardship, as defined in the Commission's
18 rules. And the third area was a review of
19 the proposed tariff language changes.

20 Q. Thank you. And did you file testimony before
21 the -- with the Commission in December, which
22 is identified as Exhibit 31 in this docket?

23 A. (Noonan) Yes, I did.

24 Q. Do you have any corrections to that

1 testimony?

2 A. (Noonan) No, I have no correction.

3 Q. And would you attest that your testimony
4 accurately represents your opinions based on
5 the facts that you had available at the time
6 you prepared it?

7 A. (Noonan) Yes, I would.

8 Q. Thank you. Please address each item that you
9 addressed in your testimony. And I guess we
10 should start with the fee-free program, if
11 you would, please.

12 (Court Reporter interrupts.)

13 A. (Noonan) Certainly. Well, as I just
14 mentioned a moment ago, the fee-free program
15 would allow residential customers who pay
16 their utility bill via a credit card to do so
17 without incurring a fee. How customers make
18 payments continues to evolve -- has evolved
19 and continues to evolve. And credit card
20 payments are simply another payment channel.
21 No other payment channel currently -- writing
22 a check, an automatic debit, an electronic
23 payment via the bank's online billing
24 system -- have fees associated with the

1 payment. So I would support the
2 implementation of the fee-free program in New
3 Hampshire so as to not penalize those
4 customers who opt to pay their bill via
5 credit card. I view it simply as another
6 payment channel. As we continue to evolve
7 with technology, I'm sure there'll be more in
8 the future. But here's where we are today.

9 As the Company expressed its concerns
10 about the cost of implementing the program,
11 the settlement agreement would implement the
12 program only for non-recurring payments
13 first. Ms. Conner alluded to this earlier.
14 We'll be collecting some data. The Company
15 will be monitoring and reporting on
16 participation levels and costs to help Staff
17 and Commission and other interested parties
18 later evaluate whether expansion of the
19 program would be appropriate.

20 CHAIRWOMAN MARTIN: Ms. Amidon,
21 you're on mute still.

22 MS. AMIDON: Technology baffles me.
23 Thank you.

24 BY MS. AMIDON:

1 Q. Next I'd like you to describe the New Start
2 program. And if you could address the issue
3 of eligibility, because Mr. Colton said
4 something that I wasn't sure the Commission
5 understands when he said "low income and
6 others who may not be low income." And I'm
7 paraphrasing at this point, so I'm not trying
8 to attribute any specific characterization to
9 him. But if you could also spend some time
10 talking about eligibility for the program and
11 how you see the program working here.

12 A. (Noonan) Sure. The New Start program, as has
13 already been mentioned, is an arrears
14 management program. Ms. Conner explained
15 briefly how it worked earlier. But simply
16 put: For every on-time monthly payment an
17 enrolled customer makes, a portion of the
18 customer's past-due balance is forgiven.
19 Eligible customers include any customer that
20 falls under the "financial hardship"
21 definition in the Commission's rules. The
22 rule number is 1202.09. And briefly, it's
23 any customer or member of the customer's
24 household who receives benefits from an

1 income-eligible program. So it could be the
2 fuel assistance program, the electric
3 assistance program, the gas assistance
4 program, Neighbor Helping Neighbor or any
5 successor program to that. Any state,
6 federal or local welfare assistance type of
7 program that provides assistance to the
8 customers based on a financial determination
9 of eligibility.

10 The goals of the program are to help
11 those customers who are eligible under that
12 rule definition to develop consistent
13 payment, bill payment habits while protecting
14 their account from service disconnection, and
15 to provide those customers with a fresh
16 start. Other benefits of the program, and
17 you heard Mr. Colton talk about the outcomes
18 of the program, but these are other less
19 tangible benefits, are improved --
20 enhanced -- improvements or enhancements to
21 communications between the utilities, their
22 customers and social service agencies, as
23 well as potential improvements in the
24 customer's safety, health and nutrition. The

1 program should also reduce -- that will be
2 one of the metrics measured -- the utilities
3 cost per collections, field visits,
4 disconnections, reconnections, potential
5 impacts on lead-lag carrying costs and
6 uncollectible accounts.

7 I support the implementation of New
8 Start in New Hampshire. Eversource has
9 considerable experience with the program in
10 both Connecticut and Massachusetts. That
11 forms the basis for the program outlined in
12 Appendix 7 of the settlement. And I
13 recommend adoption in New Hampshire.

14 To ensure this program meets New
15 Hampshire-specific needs, though, because we
16 all recognize every state is a little bit
17 different. The settlement calls for the
18 creation of the stakeholder group that's been
19 discussed. That group will work with
20 Eversource to develop a comprehensive program
21 designed to kind of fill in the details, so
22 to speak, that are missing from that
23 high-level overview in Appendix 7, and to
24 assist in the long-term monitoring and

1 evaluation of the program to ensure that it
2 meets the needs of New Hampshire's customers.

3 Q. Thank you. And thank you also for clarifying
4 that, the eligibility requirement for the
5 program. That was helpful.

6 Finally, you addressed your concerns
7 about a competitive supplier provision in the
8 tariff concerning blocking. I thought your
9 testimony was very clear in this regard, and
10 I wondered if you would summarize your view
11 of this matter and how the Company addressed
12 it.

13 A. (Noonan) Certainly. I think, as Ms. Conner
14 explained earlier this morning, in
15 Connecticut and Massachusetts, the utilities
16 are required to provide the suppliers with a
17 list of customers for marketing purposes.
18 And in those states, customers have the
19 ability to say I don't want to be on that
20 list that you provide periodically to the
21 suppliers. Because New Hampshire has no such
22 requirement, as we started to discuss how
23 this worked and what was driving it and how
24 it would be implemented, it became clear that

1 the purpose for this in other states didn't
2 match the regulatory paradox in New
3 Hampshire. And so there is no release of a
4 customer list to competitive suppliers in New
5 Hampshire, and so there would be no need to
6 have this similar requirement for removal
7 from what's basically a marketing list for
8 the supplier. We did discuss that if there
9 was an enrollment block, it should be for all
10 customers, not just default service
11 customers. Because if you're happy with
12 where you are, you shouldn't be able to
13 have -- or your service should be protected
14 from being changed without your
15 authorization. After some conversation about
16 the feasibility and the ease of doing that,
17 there was general agreement to defer that
18 issue and to drop this provision from the
19 tariff.

20 There are also concerns about the
21 potential as proposed of the impact this
22 might have on the competitive energy supply
23 market, and particularly as we move towards
24 community power aggregation, how that would

1 interact with an enrollment block where
2 community power aggregation is now opt-out
3 versus opt-in. So...

4 CHAIRWOMAN MARTIN: Ms. Amidon,
5 you're on mute.

6 BY MS. AMIDON:

7 Q. Ms. Noonan, you have reviewed the provisions
8 of the settlement agreement as it pertains to
9 the fee-free, the New Start, and this tariff
10 provision regarding competitive suppliers;
11 have you not?

12 A. (Noonan) Yes, I have.

13 Q. And do you believe that the settlement
14 agreement terms meet the public interest and
15 results in just and reasonable rates?

16 A. (Noonan) Yes, I do.

17 Q. Thank you. Do you have any additional
18 comments you would like to make?

19 A. (Noonan) No I, have nothing else to add at
20 this time.

21 Q. Okay.

22 MS. AMIDON: Thank you very much.

23 CHAIRWOMAN MARTIN: All right.

24 Thank you.

1 Commissioner Bailey.

2 COMMISSIONER BAILEY: Thank you.

3 INTERROGATORIES BY COMMISSIONERS:

4 BY COMMISSIONER BAILEY:

5 Q. Ms. Conner, why did you have a fee for
6 customers who opted to pay by credit card in
7 the past?

8 A. (Conner) We applied a fee because of the cost
9 associated with credit card payments. So if
10 we think about the various payment channels
11 that Ms. Noonan identified, we have customers
12 who have an auto pay which links to their
13 bank, probably our lowest cost method. We're
14 talking between 2 and 3 cents maybe to
15 process that type of payment. We have
16 customers who mail in a check. And that has
17 gotten super efficient over the years and is
18 now down to about 10 cents a payment. We
19 have customers that perhaps walk in to one of
20 our walk-in locations. That price is about
21 50 cents. But when it comes to fee free on
22 credit cards and debit cards, we have to work
23 with the service provider, who works back
24 through with the credit card companies to

1 establish a rate. And that rate is typically
2 in the 1 to 1-1/2, even up to 2 percent cost.
3 So if it is a \$100 bill, then if it were a
4 1 percent fee we were paying for that, it
5 would be a \$1 fee. So you can see that the
6 cost for a credit card or debit card payment
7 is higher than our other channels,
8 particularly when you think about less than 2
9 to 3 cents for an electronic payment, or 10
10 cents for a check payment. But we also
11 recognize that this is an increasingly
12 popular channel. We recognize that as we
13 looked at the customers in New Hampshire,
14 that we have customers such as the ones we
15 were just talking about, hardship customers,
16 who perhaps in an effort to avoid disconnect
17 are using a credit card to pay that and
18 paying the fee. We felt that offering this
19 one-time fee-free payment allowed us to meet
20 the needs of customers who want to avoid that
21 convenience fee and open up this channel.

22 Q. And when you say "a one-time opportunity," or
23 whatever you just said, you mean that they
24 pay each month and they have to start over

1 again each month. That's what "one time"
2 means, not that they only have one
3 opportunity to pay by credit card; right?

4 A. (Conner) That is correct, Commissioner
5 Bailey. What would happen is -- and
6 customers like, for example, use the mobile
7 app that we've offered. This is becoming
8 increasingly popular. So they receive their
9 bill alert. They can pay their bill, and at
10 that moment they can choose to pay that bill
11 with a credit card or a debit card. But the
12 information would not be retained. So they
13 would have to re-enter that every time versus
14 a customer -- as I mentioned, we have 92,000
15 customers on auto pay. They have stored
16 their payment information on our system so
17 that we can draft from that checking account.

18 Q. Okay. So the \$375,000 in program-related
19 costs, is that to cover the costs from the
20 credit card company charges?

21 A. (Conner) That is correct. Based on the
22 adoption rate that we envision, we did adjust
23 that from our original filed adoption rate
24 because of our experience in offering this in

1 Connecticut. Connecticut is the first state
2 in our jurisdiction where we have secured
3 fee-free credit cards, and we have
4 experienced a lower adoption rate than we had
5 previously filed originally. So in the
6 settlement, we adjusted that adoption rate.

7 We also, though, had an increase in the
8 fee. The vendor cost moved from \$1.40 in our
9 original filing to \$1.48 per payment. That
10 is because what our vendor has identified is
11 they charge us per payment based on their
12 analysis of the average dollar amounts
13 customers are paying with a credit card. And
14 the realization is the balances are higher
15 that they're paying with a credit card than
16 was assumed, and so that adjustment was
17 incorporated in.

18 But, yeah, even with that, our refiled
19 settlement shows a decrease from our original
20 filing of 745,000.

21 Q. Okay. In Paragraph 12.3, at the bottom of
22 Bates Page 26 of Exhibit 58, it says, "If the
23 actual costs resulting from customers'
24 adoption of the fee-free option exceeds the

1 \$375,000 allowed in rates in the first year,
2 the Company shall increase the amount in
3 rates to an amount reflecting the estimated
4 cost, but not more than \$520,500, effective
5 February 1st, 2022."

6 Can you tell me how that will be
7 implemented? I mean, just assume
8 hypothetically that you need to increase it
9 to \$520,000. Is there a rate that will be
10 adjusted to accommodate that increased
11 expense, or will that go in your RRA? How
12 does that get recovered?

13 A. (Horton) I can speak to that. That would
14 be -- my personal belief is that would be an
15 adjustment to the base rate as of
16 February 1st. And what that was originally,
17 as Ms. Conner said, we had an estimate in the
18 costs, recovering an amount in our base rates
19 that would then be reconciled based on actual
20 experience. Through the course of the
21 settlement, we adjusted that for a number of
22 reasons, as Ms. Conner said. But we were
23 also acknowledging that that first year is
24 lower. The adoption rate is lower. The

1 costs are lower as a way to help mitigate the
2 initial bill increase. The settling parties,
3 we agreed to incorporate our estimate of the
4 first year with the first implementation of
5 rates in this proceeding, and then depending
6 on actual adoption rates, we have the ability
7 to increase that.

8 Stepping back just briefly, what we had
9 originally put in was an average annual
10 charge. And so over that period of time it
11 stepped up to a higher amount, and we
12 incorporated the average. So what we would
13 do is we're putting in the first year
14 estimate of 375,000. That's part of base
15 rates in this proceeding. Again, based on
16 our actual experience in customer adoption
17 level, if we determine that the costs are
18 higher than that 375, we would make a filing
19 with the Commission and adjust base rates to
20 get back to what the experience tells us is
21 the appropriate amount to put in rates, but
22 capped at that 520,000. And that would go
23 into effect on February 1, 2022.

24 MS. AMIDON: And Commissioner

1 Bailey, this is Attorney Amidon. Mr. Chagnon
2 is also prepared to answer any questions
3 regarding rate recovery. I should have
4 mentioned that he's part of this panel for
5 that purpose. Thank you.

6 COMMISSIONER BAILEY: Okay. Thank
7 you.

8 Q. Well, Mr. Chagnon, I'll ask you the next
9 question then. So is that a one-time
10 opportunity for the Company until they file
11 the next rate case?

12 A. (Chagnon) Yes, it is. It's all reconciled in
13 the next rate case.

14 Q. So if the cost is \$600,000, on February 1st
15 they'd be allowed to increase their revenue
16 by up to \$520,500 on February 1st, 2022. But
17 they wouldn't be able to increase it if the
18 cost went up the next year until they filed
19 their next rate case; is that right?

20 A. (Chagnon) That is correct.

21 Q. Okay. Moving on to the New Start arrearage
22 management program, the idea that for every
23 monthly payment an enrolled customer makes, a
24 portion of the past-due balance gets

1 forgiven. Does the required monthly payment
2 include a portion of past-due amounts, or is
3 it just current charges?

4 A. (Conner) The way we calculate the amount for
5 the monthly payment is we look forward on the
6 12 months forward and assume an average
7 amount, forecast out their billings for the
8 next 12 months, essentially, looking at
9 probably historical, obviously. And that
10 is -- we identify a monthly bill that they
11 should be able to pay. If they pay that, in
12 theory they're paying their current bills,
13 and then that arrearage then gets forgiven
14 over the next 12 months.

15 Q. So they're not contributing anything to the
16 arrears?

17 A. (Conner) That is correct.

18 Q. Okay. At the bottom of Bates Page 27,
19 Paragraph 13.3, it says the Company shall be
20 permitted to recover a million dollars, I'm
21 rounding, in base rates annually, beginning
22 February 1st, 2022. What is that amount for?
23 Is that for the arrearages that have been
24 forgiven by this program?

1 A. (Horton) That's right. That's our estimate
2 of the cost of the arrears that are forgiven.
3 We implement it on February 1, 2022, that
4 change in rates on February 1, 2022, because
5 of the fact that it will take us time to
6 develop the IT support and also to resolve
7 some of the remaining details as Ms. Conner
8 spoke to. And so our expectation is the
9 program will be an offering later in 2021 or
10 early in the 2022 time frame.

11 Q. Are arrearages that you don't collect
12 included in uncollectibles?

13 A. (Horton) Uncollectibles expense is calculated
14 based on when customers who don't pay their
15 bills, accounts are turned off and
16 receivables are deemed uncollectible. So
17 this program is an offering to try to
18 essentially reduce that over time by
19 encouraging good payment practices by
20 customers who struggle to pay their bills and
21 qualify to participate in the program.

22 Q. So the arrearage that gets forgiven because
23 the customer would never be disconnected,
24 theoretically, would not be included in the

1 uncollectible amount that you're collecting
2 otherwise; is that right?

3 A. (Horton) Correct. You have that right.

4 Q. How much -- do you have any indication or
5 expectations about how much of -- how much
6 this will reduce your uncollectibles?

7 A. (Conner) We do not. That's one of the
8 reasons that we wanted to and supported the
9 recommendations to have regular updates.
10 This was something that we've put into place
11 in other states so that you could see the
12 data associated with arrears forgiveness, and
13 because each state implements it differently.
14 So we don't have an expectation on that.

15 Q. Well, what was your experience in the other
16 states where you've implemented it? Is that
17 collectibles?

18 A. (Conner) So we have a differing experience.
19 We haven't linked it to without it would
20 there have been a difference in
21 uncollectibles. Rather, we've looked at it
22 from the success rate of customers
23 participating, the avoided truck rolls
24 associated with that. And then of course

1 there are some non-monetary benefits, such as
2 health and wellness and choices customers are
3 making. And so -- but it's interesting. The
4 success rate varies. It's something that we
5 did discuss during the hearings and the way
6 the programs are designed and the
7 complementary programs that are with it.

8 So in Massachusetts, for example, you
9 have, just as we would in New Hampshire, you
10 would have a -- we would encourage customers
11 to participate in the energy efficiency
12 programs that would allow them to certainly
13 optimize their energy usage, reduce
14 unnecessary wasted usage associated perhaps
15 with the home not being fully insulated as it
16 could be. But Massachusetts also has a
17 low-income discount rate. So there is -- so
18 the success rate will differ.

19 In Connecticut, for example, they have
20 some differing rules about the total amount
21 that can be forgiven. They have differing
22 rules about who can participate that is
23 broader than just hardship customers, and so
24 they have a different success rate associated

1 with it. We've also seen, as is recommended
2 in this settlement, that as you reduce the
3 amount of arrears as the trigger, customers
4 are more likely to be able to succeed. When
5 we see the arrears get so large, at some
6 point customers just can't see a way out of
7 that. So reducing that amount has become
8 something we've seen as a benefit.

9 Q. Is there any data to indicate in Connecticut
10 or Massachusetts that fewer low-income
11 customers are being disconnected as a result
12 of the program?

13 A. (Conner) Well, certainly we have the data
14 that indicates that the customers who are
15 protected, we assume that they avoided
16 disconnects associated with the program.

17 When it comes to the disconnects that
18 are completed, the reality is that we have
19 more customers eligible for disconnect than
20 resources probably would ever allow us to,
21 you know, and would we ever want to redo
22 every customer that was eligible. Although,
23 AMI does introduce that capability, by the
24 way.

1 But I think that that's where we run
2 into the challenges of trying to tick and tie
3 the exact impact. But I do believe that as
4 we get more data -- and I know I provided
5 information in the filings that Charlie
6 Herrick has developed with the National Law
7 Foundation. I got the name not exactly
8 correct. But anyway, he has published a
9 study. He has some data in there that
10 demonstrates some of the benefits associated
11 with the arrearage management programs across
12 the country.

13 Q. Mr. Colton, do you have any information to
14 share as a result of your experience with
15 these programs elsewhere?

16 A. (Colton) Yes. And just to make the record
17 clear, Charlie Herrick works for the National
18 Consumer Law Center here in Boston.

19 I do. I've worked with arrearage
20 management programs throughout the country.
21 And one of the things that I mentioned
22 upfront was that AMP doesn't provide simply
23 benefits to the participants, but it provides
24 benefits to customers, irrespective of their

1 income. And you're touching on what I
2 intended to say by that. The
3 non-income-eligible customers don't receive
4 direct benefits. But some of the benefits
5 that have been experienced, and that all
6 three witnesses -- Ms. Conner and myself and
7 Ms. Noonan -- have talked about are a
8 reduction in uncollectibles; a reduction in
9 collection costs, whether it be truck roll
10 rates or the issuance -- the issue of
11 disconnect notice -- anyway, the provision of
12 a disconnect notice. One of the big benefits
13 is a reduction in working capital, because as
14 people reduce their arrears, the Company
15 doesn't have to carry those arrears for as
16 long.

17 One thing that hasn't been mentioned is
18 fewer people have final bills because the
19 participants have their housing stabilized.
20 And by having their housing stabilized, the
21 Company is able to preserve a revenue stream
22 that it might otherwise lose. One of the
23 things that Amanda, Ms. Noonan, talked about
24 was the improved communications between the

1 utility and social service agencies, which
2 not only benefits the participants, but
3 benefits all customers.

4 And there is data. I do a lot of work
5 in Pennsylvania, where customers who both
6 participate in the affordability program and
7 in the arrearage management program move from
8 being hundreds and hundreds of -- \$5-, \$6-,
9 \$7-, \$800 in arrears to paying between 85 and
10 95 percent of their bills. In New Jersey,
11 the evaluation that was found or that was
12 performed for the board of public utilities
13 for the state regulatory commission found
14 that participants were paying -- that many
15 participants, most participants, were paying
16 more than 90 percent of their bill, and many
17 participants were paying more than
18 100 percent of their bill over time. So the
19 combination of customer payments and public
20 assistance benefits was more than covering
21 their bill. So the experience in -- well,
22 one last state. Colorado, which has a
23 similar program, found that the improvement
24 occurred in a couple of ways. Number one was

1 some of the rules associated with the
2 program, or is that something to be figured
3 out by the stakeholder group? For instance,
4 a customer, you know, goes along and makes
5 the monthly payment for six months and then
6 misses the seventh month. Does that mean
7 that customer is off the program? Do they
8 have any ability to get back on the program?
9 What are those kind of details?

10 A. (Conner) So some of those details,
11 Commissioner Bailey, have indeed been worked
12 out, that customers who miss two payments
13 could come back on to the program, but they
14 would need to make up those missed payments.
15 So let's say that we've identified that their
16 average monthly payment to cover their usage
17 would be \$100. If they missed month seven
18 and eight, so now they haven't paid \$200,
19 they would need to make that up to
20 re-establish on to the program. Also, if the
21 customer we've discussed, if the customer
22 completes the program successfully, then
23 there is a period at which they would not be
24 eligible to start again on the program. And

1 subject to check, I believe we settled on 12
2 months in regards to that amount. And then
3 the amount of arrears, of how much the
4 customer is in arrears, is that we were,
5 subject to check -- let me just double-check
6 here on my notes. We had -- our settlement
7 assumes \$150 threshold of arrears for a
8 customer to qualify for the program and 60
9 days in arrears. So those are some of the
10 levers that have already been developed. But
11 there's the enrollment after shut-off. Those
12 details the group needs to decide on. So
13 there's still some nits. And those
14 particular nits impact our programming. So
15 I'm so pleased that we're going to kick this
16 off very quickly and we're going to have a
17 short time frame to resolve this so that we
18 can get the program in place and offer this
19 as quickly as possible.

20 Q. So if a customer is successful and pays 12
21 months and their arrears are forgiven, and
22 then they get into trouble again the next
23 year, what happens?

24 A. (Conner) My understanding is that the

1 customer would have to be out for 12 months
2 before they could start a new enrollment.

3 Q. So they could get disconnected in those 12
4 months if they stopped paying?

5 A. (Conner) Yes, they could get disconnected in
6 those 12 months if they completely stopped
7 paying.

8 Q. Okay. Let's talk a little bit about the
9 stakeholder group. Who do you expect to
10 participate in the stakeholder group?

11 A. (Conner) Well, I would anticipate engagement
12 by interested parties, Staff, The Way Home.
13 Certainly our regulatory team would be
14 involved in this stakeholder process, along
15 with the OCA, and maybe the community
16 aggregators.

17 Q. Ms. Noonan, do you have an expectation of who
18 will participate? And then I want to ask
19 about why Staff is not a voting member. But
20 who do you expect to participate? And do you
21 expect the participation will be adequate to
22 represent all the different interests?

23 A. (Noonan) Sure. So my expectation is that the
24 parties to the settlement that are interested

1 in this topic will be part of the stakeholder
2 group. We didn't want to limit the
3 stakeholder group to only the parties that
4 participated in this proceeding and signed on
5 to the settlement. So Ms. Conner referenced
6 the Community Action Agencies, they may be
7 interested in participating. There are other
8 community-based advocacy groups, such as
9 Listen, I think it's called the Front Door in
10 Nashua, other groups that provide assistance
11 to this targeted population of
12 financial-hardship customers that have
13 insight and knowledge to add to how to
14 implement this in a way that makes sense to
15 New Hampshire, all those small details that
16 we're talking about at this point. So
17 that's -- of those groups who will
18 participate, it's hard to say. But my hope
19 is certainly that some number of them do
20 participate in the group.

21 Q. Is there any concern that nobody will
22 participate except OCA and Staff and the
23 Company?

24 A. (Noonan) I don't have that concern. I

1 suspect that at a minimum, Community Action
2 Agencies and New Hampshire Legal Assistance,
3 on behalf of The Way Home, will participate.
4 Mr. Tower is nodding his head, so I think
5 that's a safe assumption. And certainly
6 we'll do outreach to other folks to see if
7 they're interested as well.

8 Q. Okay. Thanks. Why is Staff not a full
9 member of the group? Why does Staff's
10 position not count, Ms. Conner?

11 A. (Conner) So this is something that we worked
12 through on the settlement, that Staff would
13 be on the working committee. Eversource
14 would lead it. And the request for them to
15 be a non-voting member was requested by the
16 Staff.

17 Q. Okay. Ms. Noonan, can you explain why that
18 is?

19 A. (Noonan) Sure. I think that Staff viewed
20 this similarly to the -- I'm going to get the
21 wrong acronym -- I think it's the EESE Board,
22 where Staff participates in the meetings,
23 Staff contributes to the meetings, but Staff
24 is not a voting member of that group. The

1 stakeholders that are most closely involved
2 with the actual community that participates
3 in this program are the voting members of the
4 group. And that was the basis for this, and
5 to put this commitment and responsibility out
6 to the people that work with this constituent
7 base every day.

8 Q. Okay. The report that we're going to get 120
9 days after the order if we approve the
10 settlement agreement, it's going to describe
11 areas of consensus and areas of disagreement.
12 Will the Commission approve the final program
13 design?

14 A. (Noonan) That would certainly be my
15 expectation.

16 A. (Horton) Mine as well. That was Doug Horton.

17 Q. So if there are disagreements on the program
18 design, the Commission will have to sort that
19 out and make decisions about it. Everybody
20 agrees with that?

21 MR. BURKE: Commissioner Bailey,
22 sorry to interrupt. I think Mr. Colton might
23 have been trying to say something, but he was
24 on mute. I just wanted to flag that in case

1 he had something to add to your last two
2 questions.

3 COMMISSIONER BAILEY: Thank you.
4 Mr. Colton.

5 A. (Colton) I agree with that, that the
6 agreements -- that the Commission will have
7 the final say.

8 Q. All right. Thank you.

9 COMMISSIONER BAILEY: That's all
10 the questions I have, Madam Chair.

11 CHAIRWOMAN MARTIN: Okay. Ms.
12 Robidas, are you in a position to continue or
13 do you need a break? You're okay? Okay.
14 Then I'll ask my questions now.

15 BY CHAIRWOMAN MARTIN:

16 Q. We heard testimony that in the current
17 program, there is a convenience fee and that
18 the related charge is 1 percent to 2-1/2
19 percent. So is the current convenience fee a
20 fixed fee, or is it variable based upon the
21 actual charge?

22 A. (Conner) The convenience fee is a fixed fee
23 that we have negotiated based on a series of
24 bids that we put out an RFP for pricing on

1 this. So it is a fixed fee. As I mentioned,
2 it then has some options for the provider to
3 review those fees to adjust it. Yeah, so
4 it's a fixed fee for the customers.

5 Q. Can you clarify, then, the 1 percent or 2-1/2
6 percent, how that factors in?

7 A. (Conner) I'm sorry for creating that
8 confusion, Chairwoman Martin. I was trying
9 to explain and describe the magnitude of
10 scale on the various payment channels. So
11 the numbers are for illustrative purposes.
12 They are not exact to the decimal point.

13 So as I mentioned, if a customer is on
14 auto pay and we're drafting from their
15 checking account, that is one of our lowest
16 cost methods, and it's a couple cents
17 typically in utilities to cover that cost.
18 If they pay by check, it's typically around
19 10 cents. And if they're paying by credit
20 card, the fee that we're paying behind the
21 scenes is typically in the range, once
22 negotiated, of between 1 and 2 percent, as I
23 mentioned. That cost varies depending on the
24 amount of payments. And our vendors have

1 reminded us obviously as we expand the
2 program. So if we were to expand it to
3 include, for example, recurring payments, and
4 we would expect an increase in the volume,
5 then we would also expect some lowering of
6 the total cost. But it depends on the amount
7 of customers you're serving, the amount of
8 customers that would be choosing that
9 channel. And then we put that out for bid,
10 and those bids come back to us. So I was
11 just trying to give you a magnitude of scale
12 using a \$100 bill. So a \$100 bill, if
13 they're paying by check, it costs us 10
14 cents. If they're paying by auto pay, it
15 costs us 2 to 3 cents. And if they're paying
16 by credit card, it could be between \$1 and
17 \$2.

18 Q. Okay. And on -- why is it limited to the
19 one-time -- I know it could be done monthly.
20 But why is the agreement limited to the
21 one-time payment versus automatic or
22 recurring?

23 A. (Conner) Very good question. And so as we
24 looked at the refiled settlement, our

1 penetration rates we're assuming in year one
2 is 5 percent, and it ramps up over the four
3 years of 8.9 percent. And that, again, was
4 informed by our experience in Connecticut.
5 Our original filing had that ramp-up rate
6 increasing more steeply. And obviously, that
7 penetration rate impacts the cost. So as I
8 mentioned, the cost in the refiled settlement
9 is actually lower by 745,000.

10 But let's talk about if we were to offer
11 recurring. And I had my team pull this data
12 together. As I mentioned, we have 92,000
13 customers on recurring payment. If every one
14 of those customers said I am going to change,
15 instead of it coming out of my checking
16 account, it's going to come out of a credit
17 card, then that would be 12 payments a year
18 that we would be covering the cost of, and it
19 adds another 1.5 million to the cost. So
20 instead of the total program being
21 2.081 million, it would be that plus another
22 1.5 million. Now, I would submit that not
23 all 92,000 are going to do that.

24 So let's assume only half of them do

1 that. You're still adding 750,000. It's the
2 fact that if it is recurring, it's going to
3 occur 12 times a year. When we actually
4 believe if it's a one-time payment, the
5 average customer is probably only going to do
6 maybe three payments a year using that
7 channel. So it just exposes it to a lot more
8 cost. And we were concerned about the burden
9 on rates.

10 Q. Okay. Thank you. There was mention about
11 the \$150 in the arrears forgiveness program
12 and the 60 days. How were those arrived at?
13 Is there data to support that?

14 A. (Conner) So we've been involved in the
15 arrearage management programs at Eversource,
16 and I'm sure Mr. Colton may have further to
17 build on to this, but we've been involved,
18 gosh, since I've been with the Company, since
19 2002. And the programs have evolved. We've
20 learned a lot of best practices. We've
21 learned that the one-year horizon really is
22 the best. We used to have much longer ones.
23 We've learned that reducing the threshold
24 allows for -- that lower arrears allows for

1 customers to be able to see that and be able
2 to say, you know, I can make that happen,
3 it's not so daunting, versus waiting until it
4 gets so huge that they feel like it's just
5 untenable and they're going to need to --
6 they're just not ever going to be able to
7 catch up. So that was with discussions and
8 collaboration with The Way Home and Staff to
9 develop the final selection of 150.

10 Q. Mr. Colton or Ms. Noonan, if you want add,
11 please?

12 A. (Colton) With respect to your question about
13 whether there is data behind that \$150, the
14 answer is yes. In my direct testimony, I
15 provided an empirical basis for setting the
16 number. I believe that my recommendation was
17 \$120, but through discussions \$150 was agreed
18 upon.

19 And what you want is, you want a couple
20 of things. You want the arrearage
21 forgiveness to kick in before someone might
22 otherwise lose their service to a
23 disconnection. The original proposal was
24 \$300. But the data in my direct testimony

1 showed that there were a lot of customers --
2 I don't remember the exact number right
3 offhand. But there were a significant number
4 of customers who would have had service
5 disconnected before they would have become
6 eligible for arrearage forgiveness, and we
7 wanted to avoid that. On the other hand, you
8 don't want to set the numbers so low that
9 somebody who just happens to miss a payment
10 can be -- can enter the arrearage management
11 program and have that payment go away. The
12 arreage management program is intended to
13 address customers who are getting so far
14 behind, that they're beginning to pose a risk
15 of nonpayment in the future, not only of
16 their past-due arrears, but of their bills
17 for current service going forward. So that
18 number needs to be not too high, but it needs
19 to be not too low as well. And there is --
20 that empirical analysis was presented in my
21 direct testimony.

22 Q. Thank you for that.

23 Ms. Noonan, did you want to add
24 anything?

1 A. (Noonan) I think the only thing I would add
2 to the conversation is that, if you think
3 about an average monthly bill for a customer
4 using an all-in rate of between 18 and 19
5 cents, their bill is between \$130 and \$140 a
6 month. And so having \$150 past-due balance
7 that is 60 days past due, as Mr. Colton
8 pointed out, they are in jeopardy of being
9 disconnected. It's not so low that it's just
10 their current monthly bill, but they are now
11 in danger of being disconnected. But it is
12 still a manageable amount, hopefully a
13 manageable amount for the customer to try to
14 deal with as opposed to higher amounts, \$300,
15 \$400, \$500, which would be become
16 overwhelming to customers and a financially
17 difficult situation.

18 Q. Okay. Thank you.

19 Similar question on the \$12,000 annual
20 cap on forgiveness. What is that number
21 based on?

22 A. (Noonan) So we asked -- we looked at the
23 range of past-due balances owed by Eversource
24 customers in New Hampshire who were currently

1 coded as financial hardship, and we selected
2 that balance as kind of a middle range. It
3 would cover the majority of customers, not
4 all of the customers. Some customers have
5 balances considerably higher, some customers
6 have balances considerably lower. But that
7 seems to encompass more than 50 percent. I
8 don't recall the percentage offhand of
9 customers with past-due balances currently.

10 Q. All right. Thank you. I was just surprised
11 by the size of that. But it sounds like it's
12 a number that customers actually have.

13 We heard testimony earlier about on-time
14 payments, and there was a discussion about if
15 you missed a payment entirely, what happens
16 then? What if your payment is just late?

17 A. (Conner) So I do want to take a moment while
18 we're on this to clarify if a customer misses
19 a payment or two payments, how they
20 re-enroll. I was incorrect. We have not
21 landed on the final rules on that, so we will
22 be developing that in collaboration.

23 If a customer is just late, that they
24 wouldn't have been considered -- we would --

1 there is no issue with the payment being late
2 because we allow for two months before the
3 plan breaks, typically. So just being late
4 wouldn't cause them to break the plan.

5 Q. Okay. Thank you for clarifying that.

6 Back on the issue around stakeholder
7 group composition. It says any "interested
8 party," I think is the language, can
9 participate, or "any other interested
10 parties." And it sounds that Staff would be
11 non-voting, though all other interested
12 parties will be voting. Is there a plan to
13 come up with a way to manage that, given that
14 you don't know who the interested parties
15 will be?

16 A. (Noonan) I think one item for the stakeholder
17 group to address first is its rules of
18 governance and how it would manage votes and
19 how it would move forward and who the various
20 members are.

21 Q. But is it definitely planned to be a voting
22 group, and so out of it will come the result
23 of a vote? Or is that still out there for
24 debate?

1 A. (Colton) If I understand your question
2 correctly, I think the expectation is it
3 would be a disappointment to all of the
4 parties who agreed to the stipulation if it
5 came down to having a decision made on a 5-4
6 vote. The expectation is that this working
7 group will work in ways that are similar to
8 other working groups that have been
9 constituted in New Hampshire, for example, on
10 low-income energy efficiency, and that the
11 notion of a vote isn't what people had in
12 mind. Again, at least from The Way Home's
13 perspective, if a decision came down to a 5-4
14 vote, that would be -- that would not be what
15 was hoped for through the working group. And
16 again, the working group is intended to be
17 constituted in a way similar to other working
18 groups. So I think the big expectation of
19 other members are the Community Action
20 Agencies, or probably the Community Action
21 Association would be the other primary
22 expected participant, without talking on
23 behalf of the CAPS, of course.

24 Q. Anyone else have a different perspective, or

1 is that the understanding?

2 A. (Conner) You know, that would be my
3 perspective. I think Mr. Colton has it
4 correct. We are interested in, Eversource,
5 in designing a program and implementing a
6 program that makes sense for New Hampshire
7 customers. And we are really looking for the
8 input from stakeholders, the Community Action
9 Agencies, from The Way Home, from Staff, that
10 help us design a program that meets the needs
11 of New Hampshire, which is different than
12 other states. And so, as I said, the
13 programs that we manage in Massachusetts and
14 Connecticut vary. Even within Massachusetts,
15 the programs used to vary Eastern Mass. to
16 Western Mass. So it's about designing it for
17 what makes sense for your customer base. And
18 I agree, I don't expect this to be
19 contentious. Rather, I expect this to be
20 really gaining an understanding and coming to
21 the best decision. And I agree, I don't
22 expect anything to be a 5-4 vote. I would
23 expect we would come to agreement on
24 everything.

1 Q. Okay. Thank you.

2 I have one last question. Eligibility.
3 We heard some testimony about that. What is
4 the process for reassessing eligibility, and
5 how often does that plan to be done?

6 A. (Conner) Well, today, customers can let us
7 know if they are eligible for hardship. We
8 code it once a year into the systems. We
9 also work with the agencies to get that
10 information. So it's good -- once we do code
11 them for hardship, that protection is good
12 for a year. So a customer can call us up,
13 and we will ask them questions trying to
14 identify whether they might qualify for
15 hardship. Because in these times,
16 particularly in these times, we really are
17 encouraging our customer service
18 representatives to help our customers,
19 because some of these customers with this
20 pandemic may have not qualified before and
21 may qualify now. So we're encouraging our
22 customers. We're having a conversation with
23 them, talking about the various ways they may
24 qualify and then encouraging them to reach

1 out to those agencies. And they can provide
2 us with documentation that they are
3 income-eligible.

4 Q. Okay. Thank you.

5 CHAIRWOMAN MARTIN: Any redirect,
6 starting with Mr. Fossum?

7 MR. FOSSUM: Yes, just a couple.
8 And I think the questions that I have I think
9 Ms. Conner kind of got to, but I want to make
10 sure it's clear.

11 REDIRECT EXAMINATION

12 BY MR. FOSSUM:

13 Q. Ms. Conner, there were a couple questions
14 from the Commissioners about sort of the
15 operation of the program, missed payments,
16 disconnects, things like that. Do you
17 remember those lines of questions,
18 particularly from Commissioner Bailey?

19 A. (Conner) I do.

20 Q. And while you had given some information
21 about that, would it be fair to say that
22 while the items that you discussed around,
23 for instance, missed payments, that those
24 things have been talked about amongst the

1 parties but are not memorialized in the
2 settlement itself?

3 A. (Conner) That is correct.

4 Q. And so those will be items that will be
5 subject to some further detail work with the
6 stakeholders.

7 A. (Conner) That is correct.

8 Q. Thank you.

9 MR. FOSSUM: That's all I have.

10 CHAIRWOMAN MARTIN: All right.

11 Mr. Burke, any redirect?

12 MR. BURKE: No, not for me at this
13 time, Madam Chair. Thank you.

14 CHAIRWOMAN MARTIN: Okay. Thank
15 you.

16 Ms. Amidon.

17 MS. AMIDON: No. Thank you.

18 CHAIRWOMAN MARTIN: Okay. Well,
19 thank you to all the witnesses. I think at
20 this point we will take a lunch break until
21 2:00. We'll go off the record.

22 (Lunch recess taken at 1:12 p.m, and
23 the proceedings resumed at 2:15 p.m.)

24 CHAIRWOMAN MARTIN: Okay. Let's go

1 back on the record.

2 Mr. Wind, do you know if we have
3 anyone here for public comment? If we do,
4 I'd like to take them before closings.

5 MR. WIND: I have not had anyone
6 successfully make contact with me. So no one
7 has contacted me through Webex, and I have
8 not received any communications from either
9 the Executive Director or the receptionist.

10 CHAIRWOMAN MARTIN: All right.
11 Thank you. Then I think we need to deal with
12 exhibits before we move to closing.

13 The settlement agreement provided
14 that all parties agree to admission of the
15 exhibits as full exhibits. So we will strike
16 I.D. on 5 through 58 and admit them as full
17 exhibits. However, I do note that those that
18 consist of prefiled testimony that was not
19 adopted by a witness present during the
20 meeting will be admitted as a full exhibit as
21 documentary evidence. I just wanted to put
22 that on the record.

23 Okay. Let's move on to closings
24 and start with Mr. Kreis.

1 MR. KREIS: I've gotten used to
2 being first now.

3 Let me just start by thanking you
4 for the ruling that you just made. I think
5 that admitting those non-attested-to exhibits
6 as documentary evidence I think is really the
7 right thing to do. So thank you.

8 I am just going to start right in
9 with the question that -- or the questions
10 that Chairwoman Martin and Commissioner
11 Bailey asked us explicitly to address, and
12 that is the question of whether Eversource's
13 investment in AMR meters, beginning in 2013,
14 as distinct from AMI meters, was prudent.
15 Chairwoman Martin's specific question was:
16 Do we need to make a prudency finding without
17 something in the settlement to that affect?
18 That something, of course, is an explicit
19 statement in the settlement agreement to the
20 effect that this investment was actually
21 prudent.

22 I have to be very careful about
23 what I say on this subject. My signature
24 appears on the settlement agreement. That

1 obligates me to advocate for your approval of
2 the settlement agreement without change or
3 modification. If you were to disallow some
4 or all of Eversource's AMR investment as
5 imprudent, you would be making a decision
6 that is inconsistent with the settlement
7 agreement. I do not recommend you take that
8 particular course of action.

9 At the same time, as an attorney, I
10 have an obligation to be candid with this and
11 any other tribunal before which I appear, and
12 I have to tell you that if this settlement
13 contained an affirmative agreement that
14 Eversource's AMR investments were prudent, I
15 would not have signed the settlement
16 agreement. Had this rate case been fully
17 litigated, we would have introduced the
18 prefiled written testimony of one of our
19 consultants, Paul Alvarez, that has been
20 marked for identification and just admitted
21 into the record in this proceeding as
22 Exhibit No. 27. Mr. Alvarez's written
23 testimony was an effort to make an
24 affirmative case that Eversource's AMR

1 investment, which began in 2013, should be
2 disallowed in its entirety on grounds of
3 imprudence. I am not relying on Mr.
4 Alvarez's testimony as record evidence here
5 in support of the settlement agreement. In
6 my judgment, you really ought to treat that
7 exhibit as an offer of proof on the question
8 of what Mr. Alvarez would have testified to
9 on this subject on the date it was filed,
10 December 20th of last year. I'm reasonably
11 certain that had Mr. Alvarez actually taken
12 the stand in this hearing, or if he were to
13 take the stand in the future should you
14 reject the settlement, he would be subjected
15 to vigorous cross-examination from my
16 colleagues representing Eversource. I also
17 can't rule out the possibility that Mr.
18 Alvarez would correct errors in his
19 testimony. But make no mistake. In a fully
20 litigated case, we would have introduced the
21 Alvarez testimony and made him available for
22 cross-examination. On behalf of Eversource's
23 residential customers, I bargained away my
24 opportunity to do that. I did that knowingly

1 and deliberately, based on my judgment that
2 overall the terms of the agreement result in
3 rates that are just and reasonable.

4 So my answer to Chairwoman Martin's
5 question is, no, you do not need to make a
6 prudency finding with respect to the AMR
7 investment. In fact, I would go so far as to
8 suggest that the record adduced here does not
9 even support such a finding. Well, how then
10 can you approve the settlement? The answer
11 is that the Commission resolves rate cases
12 all the time without making an affirmative
13 finding that each and every item in rate base
14 is the result of a prudent investment. There
15 is a pile of weighty questions that is, once
16 again, being, I guess, elided here: Who
17 carries the burden of proof when it comes to
18 prudency? Is a rate case decision res
19 judicata should someone in the future want to
20 revisit the prudence of investments in the
21 test year rate base reflected in the filing
22 that began this proceeding? Is the whole
23 notion of factual findings even applicable
24 here, given the Commission's recent and

1 troubling suggestion in Order No. 26,417 that
2 rate proceedings aren't even adjudicative in
3 nature and are instead examples of a third
4 flavor of decision-making, call it
5 strawberry, or more properly the so-called
6 "legislative proceeding"?

7 As to all of this, my earnest and
8 respectful recommendation is: Don't go
9 there. Approve the settlement agreement. We
10 agreed upon and explicitly set forth a just
11 and reasonable return on equity, a just and
12 reasonable capital structure, and a just and
13 reasonable overall revenue requirement. We
14 put the Company on a path toward AMI
15 deployment, even though advanced metering is
16 an important step in the inevitable march
17 toward the obsolescence of legacy electric
18 utilities, except perhaps as to literally
19 everything but poles and wires. Not meters,
20 not billing, not customer relationships, not
21 a dynamic retail marketplace. We accelerated
22 the depreciation of the AMR meters because we
23 can't wait to see the last of this technology
24 when AMI meters are so customer-empowering.

1 I commend to your favorable
2 attention certain key provisions of Section
3 14 of the settlement. In Section 14.3,
4 Eversource agreed to include a symmetrical
5 decoupling mechanism in its next rate case.
6 That is a big deal because Eversource already
7 has a decoupling mechanism: A
8 heads-I-win-tails-you-lose thing called the
9 "lost revenue adjustment mechanism" that
10 supposedly makes Eversource whole for revenue
11 lost to ratepayer-funded energy efficiency.

12 So what we'll get in the next rate
13 case is symmetry, not the upward ratchet we
14 have now, but a mechanism that in appropriate
15 circumstances can and will actually adjust
16 rates down. When this rate case began, I was
17 prepared to insist on symmetrical decoupling
18 now. But then, as everybody knows, the
19 pandemic happened. It is not good for
20 ratepayers to implement decoupling during a
21 pandemic, and that's the reason it's not here
22 in this settlement. And we actually deferred
23 the implementation of decoupling in the
24 recently concluded Liberty Utilities electric

1 rate case, DE 19-064, as well.

2 Meantime, Section 14.6 of the
3 settlement means we are finally going to make
4 near-term progress on a new and better
5 time-of-use rate option for residential
6 customers. I'm really enthusiastic about
7 that because, to be frank, although I never
8 hesitate to criticize Eversource when the
9 Company deserves criticism, I am deeply
10 respectful of the Company's rate analysts.
11 You know from having listened to Doug Horton
12 and Ed Davis and Erica Menard, who testified
13 here, that they are smart and capable folks.
14 We will need their help in getting the new
15 time-of-use rate right. And in Section 14.6,
16 they have committed themselves to providing
17 it. This is very good news for residential
18 customers, and indeed all Eversource
19 customers.

20 Here's my penultimate point: I
21 want to thank my colleagues from the Energy
22 and Utility Justice Program of New Hampshire
23 Legal Assistance, along with the relevant
24 folks from Eversource, for their work on

1 implementing an arrearage management program
2 for the first time. The pandemic has loomed
3 over this proceeding like the Sword of
4 Damocles, but this is another example of a
5 crisis that we should not waste. In other
6 words, this is an especially opportune moment
7 to launch a program that allows and
8 encourages the effective management by
9 responsible but economically stressed
10 customers of whatever arrearages they amass.
11 Since all customers ultimately cover the cost
12 of unrecovered revenue, this is good news for
13 all customers, regardless of their economic
14 status.

15 And finally, I would like to thank
16 my colleagues on the Commission Staff and my
17 colleagues at Eversource for their good work
18 and their good faith over the past couple of
19 months. The negotiations that led to this
20 settlement agreement were respectful, they
21 were thoughtful, and they were constructive.
22 Relations among the key players are better as
23 a result, and we are well poised for a good
24 near-term future of Eversource as a regulated

1 New Hampshire electric distribution utility.
2 The rates and terms of service reflected in
3 the settlement agreement are just, reasonable
4 and in the public interest. So therefore, on
5 behalf of residential customers, I recommend
6 that you approve the settlement agreement
7 without change or modification. Thus
8 concludes my closing argument.

9 CHAIRWOMAN MARTIN: Thank you very
10 much.

11 Ms. Buchanan, are you planning to
12 make a closing?

13 MS. BUCHANAN: I am. Thank you,
14 Chairwoman Martin and Commissioner Bailey.

15 Chairwoman Martin, in regards to
16 your questions for the group to answer during
17 closing statements, I will defer to the
18 attorneys in the room today. However, Clean
19 Energy New Hampshire would like to thank
20 PSNH, Staff, OCA, and all of the parties for
21 coming together to agree on the settlement
22 agreement, which we support.

23 Though several of the issues which
24 were most important to us are not fully

1 resolved, such as electric vehicle make-ready
2 and demand charge alternatives, symmetrical
3 revenue, decoupling, updated efficient
4 streetlight tariff and time-of-day rate, we
5 are satisfied with the commitments included
6 in the settlement agreement to address and
7 resolve these issues. We look forward to
8 working with the Company and other parties to
9 make progress on these matters. Relevant to
10 our testimony, we are also supportive of the
11 DRAM being considerably reduced in scope as
12 the RRA and to ensure it will be included in
13 the net metering tariff.

14 In conclusion, Clean Energy New
15 Hampshire supports the settlement agreement
16 and encourages the Commission to approve it.

17 CHAIRWOMAN MARTIN: All right.

18 Thank you.

19 Mr. Burke.

20 MR. BURKE: Thank you, Chairwoman
21 Martin and Commissioner Bailey. I'll just
22 note at the outset that The Way Home did not
23 focus on the AMR issues, so we will also
24 defer to our other colleagues in this

1 proceeding to further address how that should
2 be dealt with.

3 But I would like to say that The
4 Way Home does support the settlement
5 agreement that has been presented to you in
6 this hearing, particularly with respect to
7 the creation of the New Start program. And
8 The Way Home believes that it is appropriate
9 for you to approve the agreement and the New
10 Start program for the reasons the witnesses
11 have testified to today. The Way Home
12 submits that the record demonstrates that the
13 New Start program will help make bills more
14 affordable for low-income customers by
15 creating a mechanism for dealing with what at
16 times can be overwhelming arrearages. And in
17 doing so, the program will help customers
18 with a financial hardship avoid having to
19 make the dire choice between paying their
20 electric bills or paying for other basic
21 needs, such as food or medicine. Based on
22 the testimony of the witnesses in the record
23 before you, The Way Home would suggest that
24 the New Start program is a win for both

1 customers, and as you heard from the consumer
2 advocate a moment ago, and for the Company,
3 because it could lead to more predictable and
4 stable payment patterns, and may also reduce
5 collection costs and minimize the pressure on
6 working capital, among the other benefits
7 that you heard about today from the
8 witnesses.

9 In addition, you've heard some
10 testimony and comments about the impacts of
11 the pandemic on this proceeding. And we
12 would ask the Commission to take note of the
13 devastating economic impact that the pandemic
14 is having and will continue to have for some
15 time on low-income customers. We share the
16 consumer advocate's statements from a moment
17 ago about the impact of the pandemic on the
18 New Start program, and we would submit that
19 this is another factor that weighs in favor
20 of approving the program, in addition to
21 everything that's in the record before you in
22 this proceeding.

23 Finally, we would like to commend
24 the Company for being the first to propose an

1 arrearage management program in New Hampshire
2 through the New Start program, and we very
3 much appreciate the work of all the parties
4 in this docket that made this agreement
5 possible. We're looking forward to
6 continuing that work with the parties in the
7 New Start stakeholder group to help get the
8 program up and running should the Commission
9 approve this settlement. The Way Home
10 believes that the data we will receive and
11 the lessons we will learn through that
12 stakeholder group will be important to not
13 only monitor and evaluate New Start, but to
14 help build on this program in New Hampshire
15 so that other utilities might one day follow
16 the Company's lead on this issue.

17 In closing, The Way Home believes
18 that the New Start program is in the public
19 interest and will aid in establishing just
20 and reasonable rates, and for these reasons
21 we recommend that the Commission approve the
22 settlement agreement. Thank you.

23 CHAIRWOMAN MARTIN: Thank you.

24 And Mr. Coffman.

1 MR. COFFMAN: Yes. Thank you,
2 Chairwoman Martin and Commissioner Bailey.

3 On behalf of the AARP, I do
4 recommend that you approve this settlement
5 agreement. It was the result of a lot of
6 discussion, and it wasn't an easy decision of
7 AARP to sign this settlement. As you know,
8 we came into this with quite a bit of concern
9 once the pandemic hit, that this was really
10 not the time for a significant rate increase.
11 But after much discussion and much
12 negotiation, we have come to the opinion that
13 this settlement agreement has more to benefit
14 consumers than litigating this case would.
15 And I can just briefly go through what we see
16 as the things that make this beneficial for
17 consumers in order of probably their
18 significance to the association.

19 One would be the class cost of
20 service treats customers equally as the way
21 of the spread under the agreement. That is
22 much preferable to the way that Dominion
23 [Eversource] had filed its case.

24 We also are satisfied with the

1 customer charge. We do have a preference or
2 a particular focus on low-usage customers.
3 They include a lot of seniors, as well as a
4 lot of low-income folks, and people who do
5 like to conserve. So we think that there are
6 a lot of public benefits to keeping that
7 customer charge low. Obviously, it had
8 already gone up somewhat with the temporary
9 rate system that you have in New Hampshire.
10 But we were reassured that it was not going
11 up any further until at least the next
12 proposal, and that even the step increases
13 going forward will be put in place on a
14 volumetric basis. And that provided us some
15 comfort.

16 We are happy that there is a
17 stay-out provision. We are happy with the
18 New Start arrearage management or arrearage
19 forgiveness management program. AARP has for
20 many decades promoted an arrearage
21 forgiveness, and we're very pleased to see
22 that type of program being adopted by
23 utilities across the country. Particularly
24 this year, it seems to be gaining momentum as

1 a trend, and it is shown to be beneficial to
2 all parties when implemented right and a lot
3 of attention paid to it. So we're happy to
4 see that.

5 And I would not weigh in
6 necessarily on the prudence laws in New
7 Hampshire. I have 30 years of specializing
8 in this area of law, but this is my very
9 first New Hampshire case. But I would say
10 that generally we entered into this agreement
11 with the understanding that there was not a
12 specific provision regarding prudence, and we
13 do like the fact generally that commissions
14 are able to review the prudency, and future
15 commissions will be able to review the
16 prudency going forward.

17 So we support the agreement as is.
18 And this has been a very positive experience.
19 Everyone who I have dealt with through this
20 process has been courteous, friendly and
21 helpful, and I appreciate being a part of it.
22 Thank you.

23 CHAIRWOMAN MARTIN: Thank you. All
24 right. Ms. Amidon.

1 MS. AMIDON: Thank you.

2 This petition for permanent rate
3 changes, which is Eversource's first such
4 petition in 10 years, is a complex and
5 detailed proposal that includes significant
6 increases in distribution revenue, ambitious
7 capital spending programs, unique
8 distribution revenue recovery mechanisms and
9 undertakings, such as the New Start
10 forgiveness program and the EV charging
11 infrastructure program, that had not
12 previously come before the New Hampshire
13 Commission.

14 As may be expected, many parties
15 intervened, representing their own interests
16 on how Eversource should modify its proposal
17 and to address their concerns about the
18 filing. The Commission also received
19 hundreds of comments from customers concerned
20 about the rate increase. And in addition to
21 the complexity of the proposal, which
22 resulted in many hours and days of Staff and
23 intervenor review, and the efforts of
24 Eversource to respond to all the discovery

1 and other requests for information, we are
2 currently in the middle of a pandemic.

3 In light of these factors, it's
4 notable that the settlement agreement before
5 you has unanimous support of all the parties
6 and balances the various interests of those
7 parties in a fair and reasonable manner. Are
8 all the parties totally satisfied with all
9 the terms? Staff and others would be happy
10 to accept more concessions from the Company,
11 but that is the nature of a settlement
12 agreement. And this settlement, as the
13 parties all agree, represents a set of
14 compromises and terms that, as a whole, are
15 in the public interest and result in just and
16 reasonable rates for Eversource and its
17 customers. Some parties have already
18 expressed their position supporting various
19 parts of the settlement agreement, so now it
20 is Staff's turn.

21 Some of the terms that we believe
22 are important are a number of measures
23 designed to improve the ability of Staff to
24 track and evaluate expenditures in the step

1 adjustments and the Company's capital
2 projects. These measures include developing
3 templates for the submission of information
4 to be reviewed by Staff that will set clear
5 expectations for the Company to provide
6 certain papers and certain documents in
7 connection with those investments to prove
8 that those investments were reasonably
9 developed and consistent with least cost
10 planning criteria.

11 Staff and the Company also agreed
12 to engage an independent auditor to conduct a
13 business process audit of the Company's
14 capital budgeting and expenditure procedure.
15 While the Commission could order such an
16 audit at any time, it's particularly
17 appropriate given the recent divestiture of
18 the Company, the long time since its last
19 rate case, and its merger with affiliates,
20 with Eversource, to have that business audit
21 be done at this point.

22 Another aspect of the settlement
23 agreement is the requirement for an
24 engineering review of proposals within the

1 so-called "GTEP" program and the examination
2 of the Company's vegetation management
3 practices, again in the context of least cost
4 planning. These provisions in the settlement
5 agreement, as well as those for a business
6 process audit that I just mentioned, are
7 promising examples of the Company's
8 willingness to work with Staff in a manner
9 that benefits customers.

10 Another key provision of the
11 settlement agreement is a term to allow
12 Eversource to use a reconciling mechanism to
13 cover the costs that may vary from year to
14 year for property tax, PUC assessment costs,
15 PUC and OCA consultant costs, lost revenue
16 due to net metering, in addition to certain
17 costs in the vegetation management program as
18 provided in the settlement agreement. This
19 reconciling mechanism addresses a number of
20 Staff's concerns and is consistent with a
21 similar provision that the Commission
22 approved for Unitil in connection with its
23 external delivery cost recovery mechanism and
24 is appropriate to approve for Eversource at

1 this time.

2 Staff also supports the significant
3 innovative undertakings that the Company has
4 agreed to conduct in the near future,
5 including the development of a new
6 time-of-use rate, provisions for municipal
7 ownership of municipal lighting and
8 maintenance of the lighting, and an
9 investigation of the EV charging
10 infrastructure.

11 Staff also supports the initiation
12 of the New Start arrearage management program
13 and the Company's agreement to create a
14 stakeholder group to help guide the program
15 design.

16 With respect to the Commission's
17 request that attorneys address prudence of
18 plant in service at the time of the test
19 year, Staff agrees that the Commission can
20 only provide rate recovery of investments
21 that were prudently incurred, used and useful
22 investments, as required by RSA 378:28.

23 As you heard from Mr. Chagnon on
24 redirect on Tuesday, and Mr. Horton today,

1 the settlement in this proceeding is a global
2 resolution of all issues, with all the
3 parties, including -- and it includes any
4 assertions related to imprudence. In other
5 words, the settlement agreement assumes that
6 all revenue requirements of capital
7 investment in the test year 2018 that is used
8 in the calculation of rates to recover such
9 revenue are for prudent utility plant, used
10 and useful, in service to the public.

11 The Commission encourages
12 settlement. Among its rules is PUC 203.20,
13 which provides that settlement discussions
14 are confidential. The settlement agreement,
15 signed by all the parties, also states that,
16 quote, "All offers of settlement and
17 settlement discussions relating to this
18 docket shall be confidential, shall not be
19 admissible as evidence in this proceeding,
20 and shall be without prejudice to the
21 position of any party or participant
22 representing any such offer or participating
23 in any such discussion."

24 At the Commission [hearing], the

1 hearing [Commission] asked about one
2 provision in the settlement agreement and
3 inquired about the underlying issue. The
4 fact is that that provision was part of an
5 overall settlement where the terms and
6 conditions were carefully weighed and
7 represent a compromise of many, many issues
8 in this petition. The provision might be
9 likened to a "black box," but the black box
10 is a device that has been successfully used
11 in the context of other settlements to
12 achieve a just and reasonable resolution of a
13 contested case. The Commission has
14 previously approved such "black box
15 settlements": For example, in Eversource's
16 last rate case, Docket No. DE 09-035 and
17 Unitil's 2016 rate case, DE 16-384. The
18 Commission has appreciated the use of this
19 device to help achieve a settlement, and that
20 is -- and the purpose of this was -- and that
21 was the purpose it was used in this instance.
22 Again, the flexibility to do so allows Staff
23 and the parties to reach an agreement on all
24 aspects of this case, an achievement that

1 serves the public interest.

2 Based on the testimony of all
3 parties at the hearing, the settlement
4 agreement, in Staff's opinion, is in the
5 public interest and will result in just and
6 reasonable rates, and provides a fair return
7 to shareholders. Staff recommends that the
8 Commission approve the settlement agreement
9 as filed in resolution of all issues in this
10 proceeding.

11 As a side note, I would ask the
12 Commission, respectfully, if it could direct
13 the court reporter to provide expedited
14 transcripts so the order may be issued on or
15 before November 28th, as that is one term in
16 the settlement agreement. Thank you.

17 CHAIRWOMAN MARTIN: All right.
18 Thank you.

19 And Mr. Fossum.

20 MR. FOSSUM: Thank you very much.
21 It feels a little weird to start by thanking
22 the parties to this proceeding, given the
23 length of it and some of the difficulty along
24 the way. But I feel it very much appropriate

1 to do so. It's been a long road for this
2 case, made longer by the pandemic and the
3 need to shift how we work and how we live.
4 But in that time we have made meaningful
5 advances through important and respectful
6 discussions, and those have led to this
7 comprehensive settlement agreement that's
8 before you today. I believe this agreement
9 is remarkable because it is joined by every
10 party to this case. We each came to this
11 proceeding with widely different
12 perspectives, goals and values.

13 One of the metrics the Commission
14 generally uses in reviewing settlement
15 agreements is to look at the diversity of the
16 parties and interests in a case. In this
17 case, you have an incredible diversity of
18 opinion and position, and we've come together
19 to reach a mutually agreed-upon solution. I
20 believe it speaks to the value of this
21 agreement that each of these parties believe,
22 in the spirit of compromise, that it supports
23 their goals. The settlement resolves
24 immediate matters to this case, provides a

1 meaningful pathway to further future
2 developments that will help this Company,
3 Staff, the OCA and other parties, and
4 importantly, customers. And with that, I'll
5 turn to reviewing the agreement and why it's
6 our position that it serves the public
7 interest.

8 As to some of the specific terms
9 resolving the near-term issues on rates,
10 early in the agreement, Section 2 notes some
11 concessions made in both directions to reach
12 settlement. Each of these concessions, the
13 recovery of the regulatory asset and
14 deduction on the cost of service, were
15 present in the Company's initial filing,
16 thoroughly debated by the parties, and
17 ultimately agreed upon to make it possible
18 for the parties to arrive at a settled
19 revenue requirement in this case. These
20 mutual concessions were essential to reaching
21 an agreement and, in our opinion, represent a
22 fair and reasonable solution.

23 Additionally, the rate design in this
24 case was adjusted to provide for equal

1 percentage changes to the various customer
2 classes. There was an agreement to keep the
3 customer charge at the temporary rate level.
4 As noted by AARP just a few moments ago, this
5 is a fair and reasonable way to apportion
6 costs. We believe it is an important factor
7 for customers.

8 Further, this agreement provides clarity
9 around the handling of storm costs and
10 provides a measure of clarity and certainty
11 around vegetation management costs in the
12 near term. It has set an appropriate return
13 on equity and defined a reasonable capital
14 structure.

15 In the settlement, we adjusted how we
16 would handle the excess deferred income tax,
17 as you heard Mr. Horton testify, to drive
18 down the cost of recoupment and mitigate
19 impact to customers. In all, we believe
20 these terms are appropriate and support rates
21 that are just and reasonable.

22 With respect to the question raised
23 about the prudence of the AMR investment, the
24 short answer is that there is no need for a

1 separate finding on that issue. As noted by
2 the Staff, under RSA 378:28, we recover on
3 prudent investments. To the extent that the
4 AMR investment or other investments are
5 included in the revenue requirement that is
6 set in this settlement agreement, the
7 presumption is that those investments are
8 prudent and reasonable for recovery. There
9 is no need for an explicit finding on that
10 investment alone, just as there would not be
11 an explicit prudence finding on poles, wires
12 or other equipment. As described by the OCA
13 a few moments ago, the Commission resolves
14 these kinds of matters all the time without
15 such findings, and there's no need for one
16 here.

17 Transitioning now from the near term to
18 a view of future items, and looking first at
19 items in the shorter term, we believe this
20 agreement is reasonable because it provides
21 step adjustments that allow the Company an
22 opportunity for recovery on certain plant
23 placed in service to support customers after
24 the test year. The steps are reasonable and

1 in line with prior practice in New Hampshire.
2 Importantly, they are capped in amount and
3 limited to certain defined capital items.
4 The Company retains a meaningful burden to
5 control capital costs, as well as its
6 operation and maintenance costs going
7 forward, as those items outside the step are
8 not covered.

9 Additionally, the Company is pleased to
10 be able to implement the RRA. The items in
11 that recovery adjustment have been pared back
12 from what was initially proposed and now is
13 focused more on the kinds of costs that are,
14 as a general matter, outside the Company's
15 control. This is not to say that we can or
16 will send all defined costs through without
17 doing what we can to control them. As Mr.
18 Horton testified, it is in our interest, as
19 much as customers, to do what we can to keep
20 these costs low, including, for example,
21 seeking tax abatements when and where
22 appropriate. These terms would help assure
23 that there will be just and reasonable rates
24 going into future years.

1 Turning to the somewhat longer-term
2 items, here is where we believe there will be
3 significant benefit to a number of parties to
4 this case, as well as to this Commission, and
5 New Hampshire customers more broadly.

6 Looking at these provisions more or less as
7 they show up in the agreement, first, as
8 you've heard discussed, we'll be working with
9 the Staff and the OCA on a template for
10 presenting project information and
11 documentation that will ensure that it's
12 presented in a uniform and useful way. As
13 Commissioner Bailey pointed out, the Staff's
14 review of projects in this case was
15 difficult. In the hopes and with the intent
16 of minimizing similar issues in the future,
17 we will have an agreed-upon way to show and
18 provide that information to our mutual
19 benefit. Along that same line, there will be
20 a business process audit of the Company.
21 That audit will likely be the source of an
22 adjustments template and quite possibly will
23 provide other insights to assist the Company
24 and the regulators in doing the work that

1 they need to do.

2 There's some continuing work and
3 analysis around the handling of the
4 retirements of the Company's old meter stock,
5 and we look forward to resolving those open
6 questions. An outside party will conduct a
7 comprehensive review of advanced metering
8 functionality and what it will take to bring
9 those benefits to the customers of New
10 Hampshire. As you heard a couple times in
11 testimony, it's not a matter of if this is
12 coming, but when. This assessment will give
13 all parties useful information to guide the
14 next steps along that path.

15 Speaking of various assessments, there
16 will also be an engineering-based condition
17 assessment of the Company's New Hampshire
18 distribution infrastructure. As you've heard
19 in testimony, there are and have been some
20 differences of opinion on the state of the
21 Company's system and the need for value of
22 certain system investments. We look forward
23 to having an independent party conduct its
24 own condition assessment which we believe

1 will help bridge those differences. As part
2 of this assessment, we'll validate the
3 strategies we are using to address the aging
4 condition of the system to see that they are
5 consistent with the least cost principles.
6 We'll couple this assessment with a customer
7 survey on the value of reliability to ensure
8 that the voice of the customer is part of the
9 overall analysis, both in the pending least
10 cost integrated resource plan and beyond.

11 Also relative to the voice of the
12 customer, we are pleased that this settlement
13 allows for us to implement two programs that
14 you heard about today that we believe will
15 provide meaningful improvements in customer
16 satisfaction. First, on the fee-free credit
17 card option, we are pleased to be able to
18 remove this perceived barrier and better
19 align our processes with those of other
20 companies in the modern age. More
21 importantly, though, we are pleased and proud
22 to be able to bring to New Hampshire the New
23 Start program. This program, as you heard a
24 short a while ago, will bring real and

1 tangible benefits to customers struggling
2 with their bills and will help them keep
3 their heads above water and on the right
4 path. The program will allow us to more
5 effectively work with customers to achieve
6 outcomes that are beneficial for everyone.
7 Implementing the program will take some time
8 and it will take some collaboration. We are
9 ready to convene and support the stakeholder
10 group and help guide the deployment of this
11 program in New Hampshire.

12 Lastly coming out of this
13 settlement agreement, there will be some
14 additional dockets to look at focusing on
15 time-of-use rates and EV infrastructure. We
16 are prepared to work with the interested
17 parties on those items and to produce
18 proposals and advance those issues
19 meaningfully in New Hampshire. There are
20 other provisions, and the details are within
21 the settlement of course.

22 But it's fair to say that the above
23 proposals expressed in the settlement show
24 the depth and breadth of the issues at stake

1 in this case and the means that the parties
2 found to address them. We're asking that
3 this settlement be approved as filed because
4 it provides a fair and reasonable resolution
5 to a vast number of issues, it sets just and
6 reasonable rates, and it provides a helpful
7 path to future benefits for New Hampshire
8 customers. Thank you.

9 CHAIRWOMAN MARTIN: All right.
10 Thank you, Mr. Fossum.

11 With that, we will close the record
12 and take this matter under advisement. I do
13 want to say that we appreciate how very
14 organized the presentation of this settlement
15 agreement was and the clear collaboration
16 between the parties to do that. So thank you
17 very much. I think this went very smoothly.

18 And with that, we are adjourned.
19 Have a good rest of the day.

20 MR. FOSSUM: Thank you,
21 Commissioners. Thank you everyone.

22 COMMISSIONER BAILEY: Thank you.
23 (Whereupon the Day 3 of the hearing was
24 adjourned at 2:52 p.m.)

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C E R T I F I C A T E

I, Susan J. Robidas, a Licensed Shorthand Court Reporter and Notary Public of the State of New Hampshire, do hereby certify that the foregoing is a true and accurate transcript of my stenographic notes of these proceedings taken at the place and on the date hereinbefore set forth, to the best of my skill and ability under the conditions present at the time.

I further certify that I am neither attorney or counsel for, nor related to or employed by any of the parties to the action; and further, that I am not a relative or employee of any attorney or counsel employed in this case, nor am I financially interested in this action.

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Susan J. Robidas, LCR/RPR
Licensed Shorthand Court Reporter
Registered Professional Reporter
N.H. LCR No. 44 (RSA 310-A:173)

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