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STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION

May 26, 2022 - 1:08 p.m.
21 South Fruit Street
Suite 10
Concord, NH

[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 Rate Schedule
[Hearing on Settlement Agreement]

PRESENT: Chairman Daniel C. Goldner, Presiding
Commissioner Carlton Simpson

Tracey Russo, Clerk
Hybrid Hearing Host

APPEARANCES:

Reptg. Public Service Co. of NH, d/b/a
Eversource Energy:
Jessica A. Chiavara, Esq.

Reptg. Residential Ratepayers:
Donald M. Kreis, Esq.
(Office of Consumer Advocate)

Reptg. N.H. Department of Energy:
Paul B. Dexter, Esq.

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

I N D E X

WITNESS PANEL: DOUGLAS P. HORTON
ROBERT A. BERSAK

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| 72 | CONFIDENTIAL Testimony of Douglas P. Horton with attachments | PREMARKED |
| 73 | REDACTED Testimony of Douglas P. Horton with attachment | PREMARKED |
| 74 | Testimony of Robert A. Bersak | PREMARKED |
| 75 | Settlement Agreement of Rate Case Expenses | PREMARKED |
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1 P R O C E E D I N G S

2 CHAIRMAN GOLDNER: Okay. Good
3 afternoon, everyone. I'm Chairman Goldner,
4 joined by Commissioner Simpson this morning.
5 We're here this morning in Docket 19-057 for
6 a hearing regarding Eversource's rate case
7 expenses and the Settlement Agreement filed
8 on May 19th, 2022.

9 Let's take appearances, beginning
10 with Eversource.

11 MS. CHIAVARA: Good afternoon,
12 Commission. Jessica Chiavara, counsel with
13 Public Service Company of New Hampshire,
14 doing business as Eversource Energy. And
15 today with me I have Douglas Horton and
16 Robert Bersak.

17 CHAIRMAN GOLDNER: Thank you.

18 Is New Hampshire Legal Assistance
19 here?

20 [No verbal response].

21 CHAIRMAN GOLDNER: Or Clean Energy
22 New Hampshire?

23 [No verbal response]

24 CHAIRMAN GOLDNER: No? Then we'll

1 move to the Office of the Consumer Advocate.

2 MR. KREIS: Good afternoon, Mr.
3 Chairman, Commissioner Simpson. I'm Donald
4 Kreis, the consumer advocate here on behalf
5 of the residential utility customers. With
6 me today is our staff attorney, Julianne
7 Desmet.

8 CHAIRMAN GOLDNER: Thank you. And
9 the New Hampshire Department of Energy.

10 MR. DEXTER: Thank you, Mr.
11 Chairman and Commissioner. Paul Dexter,
12 appearing on behalf of the Department of
13 Energy. I'm joined today by Karen Moran from
14 the Department's Audit Division and Jay
15 Dudley, an analyst in the Department's
16 Regulatory Support Division.

17 CHAIRMAN GOLDNER: Thank you.
18 Is there anyone here for public
19 comment? I see a couple in the back of the
20 room. Is there any public comment or
21 anything?

22 [No verbal response]

23 CHAIRMAN GOLDNER: All right.
24 Everybody else is okay? Mr. Wiesner?

1 All right. So Exhibits 72 through
2 76 have been prefiled and premarked for
3 identification. Exhibit 72 is marked
4 confidential and shall be treated as
5 confidential. Is there anything else we need
6 to cover regarding exhibits?

7 (Exhibits 72 through 76 for
8 identification.)

9 [No verbal response]

10 CHAIRMAN GOLDNER: No? Okay.

11 So as a preliminary matter, Mr.
12 Dexter, will Mr. Dudley be available today as
13 a witness?

14 MR. DEXTER: Yes. The short answer
15 is yes. Neither Mr. Dudley nor Ms. Moran
16 submitted prefiled testimony, so I wasn't
17 planning on putting them on the stand unless
18 there were questions. If there are
19 questions, then they are available.

20 CHAIRMAN GOLDNER: Thank you.
21 Yeah, the Commission does have a few
22 questions, and we appreciate Mr. Dudley's
23 availability. Would you prefer that he join
24 the Eversource witnesses as panel members?

1 MR. DEXTER: I think I'd prefer
2 that he testify separately.

3 CHAIRMAN GOLDNER: Okay. Very
4 good. That is acceptable. So, thank you,
5 Mr. Dexter, for making Mr. Dudley available.

6 Are there any other preliminary
7 matters to discuss before we have the
8 Eversource witnesses sworn in?

9 [No verbal response] No?

10 MR. DEXTER: I have one matter, but
11 I think it's been resolved. There was an
12 outstanding motion filed by Eversource, and
13 that motion was withdrawn yesterday. I just
14 wanted to say that the Department of Energy
15 supports the withdrawal and considers the
16 matter off the table for purposes of today.
17 And I just wanted to make sure that's
18 everyone else's understanding.

19 CHAIRMAN GOLDNER: Thank you. Mr.
20 Kreis.

21 MR. KREIS: That is our
22 understanding.

23 CHAIRMAN GOLDNER: And I'm sure
24 that's Eversource's understanding.

1 MS. CHIAVARA: Yes, more or less.
2 Yes, it was contingent upon approval of the
3 Settlement Agreement. But yes, absolutely.

4 CHAIRMAN GOLDNER: Okay. Thank
5 you.

6 Okay. Any other matters to
7 consider before swearing in the witnesses?

8 [No verbal response]

9 CHAIRMAN GOLDNER: No? Seeing
10 none, let's proceed with the witnesses.

11 Ms. Robidas, would you please swear
12 in the first panel of witnesses from
13 Eversource. And the Eversource witnesses may
14 take the stand. Thank you.

15 (Pause in proceedings)

16 CHAIRMAN GOLDNER: Thank you.

17 Ms. Robidas, would you please swear
18 in the witnesses.

19 (WHEREUPON, DOUGLAS P. HORTON and
20 ROBERT A. BERSAK were duly sworn and
21 cautioned by the Court Reporter.)

22 CHAIRMAN GOLDNER: All right. I
23 recognize Ms. Chiavara.

24 MS. CHIAVARA: Thank you, Chair.

1 DIRECT EXAMINATION

2 BY MS. CHIAVARA:

3 Q. Beginning with Mr. Horton, Mr. Horton, please
4 state your name and title of your role at
5 Eversource.6 A. (Horton) My name is Douglas Horton. I'm
7 vice-president of Distribution Rates and
8 Regulatory Requirements at Eversource.9 Q. And what are your responsibilities in your
10 role with the Company?11 A. (Horton) My team is responsible for all
12 rate-regulated -- or rate-related filings
13 before our regulated entities in New
14 Hampshire, Massachusetts and Connecticut.15 Q. Have you ever testified before this
16 Commission?

17 A. (Horton) Yes, I have.

18 Q. And did you file testimony and corresponding
19 attachments filed on March 18th, 2022, marked
20 as Exhibits 72 and 73?

21 A. (Horton) Yes, I did.

22 Q. And were the testimony and supporting
23 materials prepared by you or at your
24 direction?

1 A. (Horton) Yes.

2 Q. Do you have any changes or updates to make at
3 this time?

4 A. (Horton) No.

5 Q. And so do you adopt your testimony today as
6 it was written and filed?

7 A. (Horton) Yes.

8 Q. Are you also familiar with the terms of the
9 Settlement Agreement filed on May 19th, 2022,
10 and marked as Exhibit 75?

11 A. (Horton) Yes.

12 Q. And do you, on behalf of the Company, support
13 the terms of the Settlement Agreement and
14 recommend its approval by the Commission as
15 just and reasonable and in the public
16 interest?

17 A. (Horton) Yes, I do.

18 Q. Okay. Thank you very much.

19 Turning to Mr. Bersak. Mr. Bersak, will
20 you please state your name and title of your
21 role at Eversource?

22 A. (Bersak) Yes. My name is Robert Bersak. I
23 retired from Eversource in April of 2020.
24 Before then I was an officer of Eversource

1 Energy Service Company, and my title was
2 chief regulatory counsel, responsible for the
3 Company's regulatory legal activities before
4 the various regulatory agencies in the states
5 that we operate, as well as at FERC.

6 Q. And have you ever testified before this
7 Commission?

8 A. (Bersak) Yes, I have.

9 Q. And did you file testimony on May 11th, 2022,
10 marked as Exhibit 74?

11 A. (Bersak) Yes, I did.

12 Q. Was the testimony prepared by you or at your
13 direction?

14 A. (Bersak) Yes.

15 Q. Do you have any changes or updates to make to
16 that testimony at this time?

17 A. (Bersak) No, I do not.

18 Q. So do you adopt your testimony today as it
19 was written and filed?

20 A. (Bersak) Yes, I do.

21 Q. Okay. Thank you very much.

22 MS. CHIAVARA: The Company has no
23 summary questions or answers. We were going
24 to turn things over to the Commissioners for

1 their questions about the settlement.

2 CHAIRMAN GOLDNER: Okay. Very
3 good. First I'll check with Mr. Kreis and
4 Mr. Dexter to see if they have any questions,
5 understanding that it's a settlement.

6 MR. KREIS: Given that it's a
7 settlement, I am, with great reluctance,
8 going to forego my opportunity to conduct
9 withering cross-examination of Mr. Bersak and
10 polite and friendly cross-examination of
11 Mr. Horton.

12 CHAIRMAN GOLDNER: Very good.
13 Mr. Dexter, do you have a similar
14 view?

15 MR. DEXTER: The Department has no
16 questions for the panel. Thank you.

17 CHAIRMAN GOLDNER: Thank you, sir.
18 Okay. Very good. We'll move to
19 Commissioner questions, beginning with
20 Commissioner Simpson.

21 COMMISSIONER SIMPSON: Thank you,
22 Mr. Chairman.

23 INTERROGATORIES BY COMMISSIONERS:

24 BY COMMISSIONER SIMPSON:

1 Q. So as a general matter, I was somewhat
2 surprised, following the submission of your
3 testimony, Mr. Bersak, to see in the
4 Settlement Agreement the final figure that
5 was arrived at by all the parties.

6 I guess generally I'd like to understand
7 how the Company and the parties came to a
8 resolution with respect to the final figure
9 sought for recovery of rate case expenses in
10 this proceeding.

11 A. (Horton) Sure. I can do my best, realizing
12 that, you know, the nature of the settlement
13 conversations are confidential. It's
14 difficult to get into specificity. But from
15 the Company's perspective, you know, this has
16 gone on for some time, and we are aware of
17 the concerns that were raised, both in the
18 audit report and then supported by the DOE
19 Staff. We engaged in numerous and lengthy
20 discussions with the DOE Staff and ultimately
21 made concessions, I think by all parties to
22 the proceeding, that resulted in what we feel
23 is a just and reasonable outcome, that we
24 hope the Commission will agree and approve.

1 Q. Okay. And do you have anything to add, Mr.
2 Bersak?

3 A. (Bersak) No, Commissioner Simpson. The scope
4 of my testimony was to explain the setting
5 back when this rate case was first being put
6 together back in the 2018-2019-2020 time
7 frame. It was meant to give information as
8 to why it was necessary for the Company to
9 use outside counsel for this rate case,
10 contrary to what we've done since basically
11 shortly after the PSNH bankruptcy in the
12 1990s. And I was not part of the settlement
13 discussions, nor am I currently an officer of
14 the Company, so I don't really have any basis
15 for what is in the settlement or why the
16 Company felt that the settlement is a
17 reasonable outcome.

18 Q. In your history with the Company, was it
19 common practice for the Company and various
20 affiliates in other states to leverage
21 outside legal counsel in rate cases?

22 A. (Bersak) In other states, yes. In New
23 Hampshire, we had the ability and the
24 expertise and availability of counsel to do

1 it inside up until this particular rate case.

2 Q. So I'd like to look at a few of the specific
3 expenses that were noted within the DOE audit
4 for disallowance, what they were for and why
5 the Company agreed to disallow the following.

6 So if we turn to the Settlement
7 Agreement, which is Exhibit --

8 MR. KREIS: 75.

9 Q. -- Exhibit 75. Thank you. First one I'd
10 like to look at on Page 4, the table, is with
11 respect to the law firm Keegan Werlin and the
12 disallowance of \$341,226 out of a total cost
13 of \$695,579. Within that figure, were there
14 particular aspects of the services that the
15 firm provided to the Company that were at
16 issue?

17 A. (Horton) As I said, I think, you know, there
18 were general concerns by the parties over the
19 inclusion of the full amount. And through
20 the course of our discussions and
21 conversations, we came to a resolution on a
22 final amount that was appropriate for
23 recovery, keeping in mind that prior to even
24 getting to that point, there was an

1 additional, I believe it was in my testimony,
2 approximately a hundred thousand dollars that
3 had been incurred and removed from the
4 initial request for recovery by Keegan
5 Werlin. So we just felt that on balance and
6 in total, that the settled resolution was an
7 appropriate outcome.

8 Q. Okay. And the disallowance of \$341,226 as
9 noted in the Settlement Agreement, can you
10 please confirm that those will become
11 shareholder expenses by the Company?

12 A. (Horton) Yes, those are expenses that the
13 Company has incurred and are not going to be
14 recovered from customers. And so the default
15 is that is paid for by the owners of the
16 Company, or our shareholders.

17 Q. Okay. And I suspect that your answers will
18 be quite similar for these next few
19 questions, but I want to proceed anyway.

20 The next one is with respect to
21 Concentric Consultants, the disallowance of
22 \$38,432 out of a total cost of \$173,672. Can
23 you comment on the services that the firm
24 provided for the Company with respect to the

1 disallowed amount?

2 A. (Horton) I can.

3 Q. Please.

4 A. (Horton) That one is easier for me to provide
5 a substantive response because we had
6 declared what that was for, which was in the
7 course of the audit, the audit identified
8 that a portion of the costs were in excess of
9 an originally-agreed-to amount in the
10 contract for a fixed, not-to-exceed price,
11 which we did not catch in the initial course
12 of paying the invoices. So we removed --
13 agreed to remove that amount from recovery.
14 And so similar to the answer on the Keegan
15 Werlin expenses, it would not be recovered
16 from customers, but paid for by shareholders.

17 Q. Okay. Very good. Thank you.

18 And with respect to Randstad?

19 A. (Horton) With respect to Randstad, I'd refer
20 back a little to my response on the KW
21 expenses, which was that, you know, again,
22 all parties had differing opinions as to the
23 appropriateness of the amounts for recovery.
24 We endeavor to engage in settlement

1 discussions where we can. And it ultimately
2 resulted in an amount that we felt was
3 appropriate, and the other parties agreed.

4 Q. And once again, those are off the table for
5 shareholder -- or off the table for ratepayer
6 recovery and would be shareholder expenses?

7 A. (Horton) That's correct.

8 Q. Okay. And finally, Economists, Incorporated
9 disallowance of \$6,000 for the allocated cost
10 of service study. Can you comment on that
11 particular amount with respect to the total
12 cost of \$278,164? I know it was mentioned in
13 your testimony, but if you could explain it
14 now, that would be great.

15 A. (Horton) That was identified as a
16 typographical error that was corrected and so
17 not appropriate for recovery from our
18 customers.

19 Q. Okay. Thank you.

20 The next question is with respect to the
21 length of recovery and the five-year period.
22 It does appear to be an extensive period of
23 time for recovery and would subsequently move
24 into the next rate case period for the

1 Company, based on testimony that you've
2 provided. Is that precedented in your
3 understanding, or history, either witness,
4 for such rate case expenses to be carried
5 over to a term that would even fall into a
6 subsequent case?

7 A. (Horton) The original amount that we had
8 included at the time of the original
9 Settlement Agreement had amortization of --
10 because remember, the 19-057 Settlement
11 Agreement that was reached by the parties to
12 this phase of the proceeding originally
13 included recovery of those rate case expenses
14 over a period of five years. And so that was
15 the, you know, understanding at the time of
16 that Settlement Agreement, which was then
17 prior to issuance of the order on that
18 agreement was agreed to be removed pending
19 this proceeding. So really, we're just
20 carrying forward that amount.

21 I'm not as familiar with the precedent
22 in New Hampshire, as far as, you know, if
23 there are similar instances where this has
24 been done in the past, carrying forward

1 through additional rate cases. But it would
2 be our intent to seek recovery even if it
3 does extend into the next rate case period.

4 Q. Would you have any insight into that, Mr.
5 Bersak, from the history of the Company?

6 A. (Bersak) I don't recall, because rate cases
7 are episodic and they don't necessarily fall
8 within a set period of time. It's possible
9 that there were prior times when expenses
10 like this would be carried over through the
11 next rate case. But I don't recall
12 specifically.

13 Q. And do you have any perspective on the impact
14 to the Company that this might have, the
15 extension of the recovery period?

16 A. (Horton) I think in that regard we were
17 seeking to balance the rate impact with the
18 need to get cost recovery. And so for, you
19 know, a relatively small dollar item overall,
20 the extension of the period is certainly not
21 going to have any material impact on our
22 financial metrics or cash flow by extending
23 it over five years. And on balance, like
24 with my other responses, we felt that was an

1 appropriate period for recovery of these
2 costs.

3 Q. Okay. Thank you both.

4 COMMISSIONER SIMPSON: I don't have
5 any further questions for these witnesses,
6 Mr. Chairman.

7 CHAIRMAN GOLDNER: Thank you. Just
8 a few questions.

9 BY CHAIRMAN GOLDNER:

10 Q. Mr. Horton, I'm just referring to Bates
11 Page 10. I just want to clarify that. Is
12 the Eversource Legal Department excluded or
13 included from the Company's revenue
14 requirement?

15 A. (Horton) It is included. The portion of the
16 Eversource Legal Department -- or the time
17 that is allocated or charged spent working on
18 PSNH distribution services would be included
19 in the PSNH distribution cost of service.

20 A. (Bersak) It may be helpful, Mr. Chairman, to
21 let you know that within the Eversource
22 Energy Service Company Legal Department,
23 lawyers charge their time as they work on
24 things to specific matters and specific

1 companies or to specific aspects of the
2 business. So if a lawyer was working on a
3 New Hampshire transmission matter, that time
4 would be charged to transmission. And if
5 it's distribution, it would be charged to
6 distribution. So you're not going to get
7 just a random allocation of costs. The costs
8 are actually directly charged to customers,
9 so the customers only bear those costs that
10 the lawyers are actually working for those
11 customers in those segments.

12 COMMISSIONER SIMPSON: Could I have
13 a follow-up on that?

14 CHAIRMAN GOLDNER: Sure.

15 COMMISSIONER SIMPSON: Does the
16 Company perform an hourly allocation of time
17 for service, Company employees, specific to
18 each individual project, or do they use a
19 factor on time allocation as a general
20 matter?

21 A. (Bersak) That depends. If a project is a
22 capital project, then lawyers will charge
23 their time to capital project, and the costs
24 will get capitalized. If it's more a general

1 non-capitalized, say transmission, those get
2 charged to PSNH Transmission in general, and
3 those costs would flow through the FERC
4 ratemaking process as a transmission matter.
5 If it's something that's dealing with the
6 distribution side of the business, it will
7 get charged to PSNH distribution, and then
8 those kinds of costs would be captured in a
9 PSNH distribution rate case.

10 COMMISSIONER SIMPSON: Thank you.

11 A. (Horton) But to the extent that our attorneys
12 are working on CL&P, for example, they would
13 not be allocated directly to PSNH. Their
14 time charging would be set up to
15 appropriately charge their cost to CL&P or to
16 whatever is the entity they're supporting as
17 opposed to going into some general overhead
18 that's allocated to all entities. That's not
19 how our time charging is set up to work.

20 COMMISSIONER SIMPSON: Thank you

21 both.

22 BY CHAIRMAN GOLDNER:

23 Q. So in terms of this recovery, the
24 1.7 million, are there any Eversource

1 internal legal department expenses in that
2 1.7 recovery?

3 A. (Horton) No, there aren't.

4 Q. Okay. Thank you.

5 So I'd like to ask this question of Mr.
6 Bersak, except that as you're no longer an
7 employee of the Company, it might be
8 difficult to answer, so then the question
9 would be directed at Mr. Horton. So I'll let
10 you battle it out over who is going to answer
11 this question.

12 But I want to understand a little bit
13 about the current legal staffing structure
14 strategy. Has it changed since this rate
15 case? Is it different now than what it was;
16 and if so, how has it changed?

17 A. (Bersak) I can do that. The size of the
18 legal department here in New Hampshire has
19 changed over the past several years,
20 primarily as a result of the generation
21 divestiture. You know, running an operation
22 of generating plants throughout the state,
23 running on disparate fuels from coal to oil
24 to gas to wood to hydro, it took a lot of

1 manpower. There were a lot of environmental
2 issues. There were labor issues. There were
3 real estate issues. There were numerous
4 things that had to, you know, take place to
5 keep those generating plants running. Now
6 that we are -- the Company is no longer in
7 the generating business, we had to resize the
8 legal department to address the fact that
9 it's now just a wires company. So the
10 Company department -- the law department now
11 is smaller than it's historically been,
12 trying to come up with a size that meets the
13 amount of work that's there on the steady,
14 day-to-day basis to represent primarily
15 Public Service Company of New Hampshire and
16 Aquarion Water Company before this
17 Commission. So it is much smaller than it
18 had been. There's some give and take in the
19 number of lawyers. As you are probably aware
20 of, Attorney Matthew Fossum, who did this
21 case primarily along with outside counsel
22 that we were talking about, Mr. Fossum no
23 longer works for us; he's now working over at
24 Unitil. So the Company is in the process, as

1 I understand it, of trying to find a
2 replacement attorney, trying to find somebody
3 with the expertise in New Hampshire
4 regulatory affairs. There's a relatively
5 small pool, so it's taking some time to find
6 somebody. So the number of lawyers that are
7 in the department go up and go down. If we
8 were to take a snapshot today of how many New
9 Hampshire lawyers are there? There's two.
10 There's Attorney Chiavara, who's sitting at
11 counsel table. And we have one other lawyer
12 who does primarily real estate work on behalf
13 of the Company.

14 Q. But it sounds like the plan is to "staff up"
15 an additional attorney for a steady state or
16 moving-forward basis?

17 A. (Bersak) That's my understanding, yes.

18 Q. Okay. If a rate case were to happen today
19 with that additional attorney, would
20 Eversource have the resources in-house to
21 handle that proceeding, or would -- or not?

22 A. (Horton) I can --

23 A. (Bersak) I would be speculating. I'll leave
24 that to Mr. Horton.

1 A. (Horton) Yeah, I mean, here's what I'd say:
2 Whether it's one or two, I know that Ms.
3 Chiavara, she works a lot. And a rate case
4 is quite a lot of work. And so our general
5 philosophy, not just with the legal
6 department, is we try to ensure that every
7 seat we have is justified and necessary so
8 that we can mitigate cost impacts on our
9 customers. So we try to be lean while also
10 certainly meeting the needs of our regulators
11 and of our customers and all of the
12 stakeholders. So with that, we don't have a
13 philosophy of trying to staff to the peak.
14 And certainly a rate case being an infrequent
15 event with a high intensity, none of our
16 departments are staffed for a rate case at
17 all times and sort of sitting idle waiting
18 for that work. So I wouldn't be at all
19 surprised, if we were to have another rate
20 case, that we would seek to supplement Ms.
21 Chiavara with external counsel, even if we
22 had the additional second employee. I think
23 that, again, Ms. Chiavara would tell us that
24 she probably works more than a single

1 full-time job as it is.

2 Q. Thank you. I'm sure that's true.

3 And what I was really responding to, Mr.
4 Bersak, is in your testimony you had
5 participated in the last four or five rate
6 cases for Eversource in New Hampshire. And
7 in your testimony, it was you and one other
8 attorney that you highlighted that had worked
9 the case, and you did not require outside
10 counsel. So I was trying to sort through
11 what's changed. If anything, I would have
12 thought the load would have been heavier back
13 then with generation and so forth to deal
14 with.

15 A. (Bersak) It indeed was heavier, Mr. Chairman.
16 But we had more resources at that point. We
17 had the one lawyer, the environmental lawyer,
18 who was let go when the fossil plants were
19 divested. We had another lawyer who did a
20 combination of FERC hydroelectric licensing
21 matters, as well as financings. So we didn't
22 need her to do the FERC hydroelectric
23 licensing anymore when we had no hydro
24 plants. And with the merger between

1 Northeast Utilities and NSTAR, more of the
2 financings have been done centrally, so we
3 didn't need that body. So the more bodies
4 you have, the more flexibility you have to do
5 things because you can push things off on the
6 other people there. They may not be -- you
7 know, it may not be their full-time job, but
8 with the help of the numbers that you have,
9 you get things done. But given how the
10 Company has changed and how now the number of
11 lawyers is smaller, it makes it more
12 difficult to say that you can move things
13 around without having the excess cost that
14 Mr. Horton just talked about, you know,
15 sitting around idle when you don't need them.

16 A. (Horton) And I would just say, although I
17 didn't have the benefit of working with Bob
18 back at the time when the Company owned
19 generation, so I don't have the direct
20 experience of comparing now to then, I mean,
21 in my opinion the regulatory environment is
22 certainly not idle or slowing down. There's
23 quite a lot of activity here in New
24 Hampshire, as well as in other jurisdictions,

1 within an increased focus on regulatory
2 outcomes in support of public policy,
3 initiatives or customer expectations, or
4 global climate priorities that are finding
5 their way into the regulatory arena. So
6 there's a lot of day-to-day work that's
7 required. And to add a rate case on top of
8 that is -- it's still a peak that we're not
9 staffed to handle.

10 Q. Okay. Thank you. I think I just have one
11 last question for this panel.

12 So Mr. Bersak, again referring to your
13 testimony and your sharing with us what was
14 going on in Connecticut at the time, and New
15 Hampshire at the time of this rate case, I
16 just wanted to ask, did you consider moving
17 resources around? I think you said you had
18 four regulatory attorneys in Connecticut and
19 you were short-staffed here, and so you went
20 the route of hiring Keegan Werlin here in New
21 Hampshire. And I'm just trying to sort out
22 the strategy you were employing at the time,
23 in terms of where to assign resources and why
24 outside resources in New Hampshire versus

1 inside resources in Connecticut. I'm
2 assuming it was just inside resources in
3 Connecticut. Perhaps not.

4 A. (Bersak) No, it was not, Mr. Chairman. I
5 think I said in my testimony that the four
6 state regulatory lawyers that were working in
7 Connecticut were doing the work before the
8 Connecticut regulator for three different
9 companies: Connecticut Light & Power, Yankee
10 Gas and Aquarion Water. And not only were
11 they totally filled up with their time, but
12 we were actually also engaging outside
13 counsel in Connecticut to do the things that
14 they were not able to get to. So you'd be
15 "robbing Peter to pay Paul." And it would be
16 actually less efficient and more costly for
17 them to try to do things in Connecticut and
18 then backfill -- or do things in New
19 Hampshire and then backfill in Connecticut.
20 They did not have the availability to do
21 things up here.

22 A. (Horton) We had rate case activity in
23 Connecticut at around the same time as this
24 rate case in New Hampshire, and each of those

1 were supplemented with external counsel as
2 well.

3 Q. Okay. Very good. I think that's all I have.

4 CHAIRMAN GOLDNER: Did you have any
5 follow-up questions?

6 COMMISSIONER SIMPSON: I just
7 wanted to note, upon reading your testimony,
8 Mr. Bersak, I recognized that you had served
9 in the U.S. Air Force. And I wanted to say,
10 as we go into Memorial Day weekend and
11 remember all of our veterans who lost their
12 lives defending our country, I just want to
13 thank you for your service.

14 WITNESS BERSAK: I appreciate that.
15 Thank you very much.

16 CHAIRMAN GOLDNER: Thank you as
17 well.

18 I'll thank you both and move to
19 redirect with Ms. Chiavara.

20 MS. CHIAVARA: Would it be all
21 right with the Commission if I took just a
22 couple moments to confer with the witnesses?

23 CHAIRMAN GOLDNER: Of course.

24 MS. CHIAVARA: Thank you so much.

1 (Brief recess was taken at 1:35 p.m.,
2 and the hearing resumed at 1:41 p.m.)

3 CHAIRMAN GOLDNER: Ms. Chiavara.

4 MS. CHIAVARA: Thank you very much.

5 The Company has no redirect at this time.

6 Thank you.

7 CHAIRMAN GOLDNER: Okay. Thank
8 you. The witnesses are released. Thank you
9 very much.

10 Mr. Dexter, can we move on to Mr.
11 Dudley?

12 MR. DEXTER: Yes. In light of your
13 request to question Mr. Dexter, I would ask
14 that he take the witness stand and that I ask
15 him some standard introductory questions
16 before yours.

17 CHAIRMAN GOLDNER: Thank you. And
18 if you'd like to have both of the parties as
19 witnesses, that would be fine, too, Mr.
20 Dexter. But Mr. Dudley was the one we had
21 questions for specifically.

22 MR. DEXTER: I think then we'll
23 proceed with Mr. Dudley. If you get into
24 some things that he defers to Ms. Moran,

1 she's available as well.

2 CHAIRMAN GOLDNER: Thank you.

3 Ms. Robidas, would you please swear
4 the witness.

5 (WHEREUPON, JAY DUDLEY was duly sworn
6 and cautioned by the Court Reporter.)

7 CHAIRMAN GOLDNER: All right. I'll
8 recognize Mr. Dexter.

9 DIRECT EXAMINATION

10 BY MR. DEXTER:

11 Q. Good afternoon. Would you please state your
12 name, your employer and your position,
13 please.

14 A. Jay Dudley. I work for the Department of
15 Energy, the Department of Regulatory Support,
16 and I am an analyst for the Electric
17 Division.

18 Q. Thank you, Mr. Dudley. Are you familiar with
19 the document that's been marked in this case
20 as Exhibit 76? It's a memorandum from
21 yourself dated August 26, 2021.

22 A. Yes, I am.

23 Q. Did you prepare that document?

24 A. I did.

1 Q. Do you have any corrections that you would
2 want to make to that document at this time?

3 A. No, I do not.

4 Q. And you're familiar with the contents of that
5 document; is that correct?

6 A. Yes.

7 MR. DEXTER: That's all the
8 questions I have.

9 CHAIRMAN GOLDNER: Thank you, Mr.
10 Dexter.

11 Ms. Chiavara, Mr. Kreis, any
12 comments or questions for the witness?

13 MR. KREIS: I have no questions for
14 Mr. Dudley.

15 CHAIRMAN GOLDNER: Thank you.

16 MS. CHIAVARA: Neither do I.

17 CHAIRMAN GOLDNER: Thank you.

18 We'll move to Commissioner questions with
19 Commissioner Simpson.

20 COMMISSIONER SIMPSON: Thank you,
21 Mr. Chairman.

22 INTERROGATORIES BY COMMISSIONERS:

23 BY COMMISSIONER SIMPSON:

24 Q. Thank you, Mr. Dudley, for being here.

1 A. Thank you.

2 Q. So there's a few specific expenses regarding
3 disallowance that the Department changed
4 their position on with respect to recovery,
5 the first of which being with respect to the
6 Randstad costs for \$113,398. Would you be
7 able to speak to the Department's reasoning
8 and why they changed their position with
9 respect to recovery of those expenses?

10 A. I can. Without getting into the specifics of
11 settlement negotiations, we did have the
12 opportunity to conduct additional discovery
13 pursuant to settlement, where we obtained
14 additional timesheets and records for
15 Randstad. And ultimately that's how we
16 arrived at the amount that's reflected in the
17 Settlement Agreement.

18 Q. Okay. Thank you. That's helpful.

19 And similarly, two expenses for
20 Economists, Inc., one of which was for \$9,025
21 for their marginal cost of service study
22 work, and the second was for \$1,425 for the
23 allocated cost of service study. Is there
24 anything you feel comfortable speaking to?

1 A. Only what I believe Mr. Horton said earlier,
2 was that there was a misclassification there
3 between the two tasks that they conducted,
4 and that was the reason for that.

5 Q. Okay. Thank you. And does the Department
6 have any concern regarding the amount of the
7 agreed disallowances and how these expenses
8 will be charged to shareholders?

9 A. No, we do not. And again, I believe as the
10 Eversource witnesses testified to, the
11 disallowances will be allocated to the
12 shareholders, and that's their burden.

13 Q. Thank you. And with respect to the period
14 for recovery of five years, any concerns or
15 thoughts regarding a five-year recovery
16 period which would extend over into the
17 window of a following rate case?

18 A. No. Through negotiation, we felt that that
19 was a reasonable period of time.

20 Q. In your experience, are you aware of
21 instances where similar costs would be
22 carried over to subsequent rate cases?

23 A. No, I am not. This is the first contested
24 case I've been involved with concerning rate

1 case expenses.

2 Q. And would it be fair to say that the
3 Department's view would be that by spreading
4 out these costs through an extended period,
5 that the subsequent rate impact would be
6 fairly low, and the burden on customers would
7 then be fairly low?

8 A. That's correct.

9 Q. Okay. Thank you.

10 In Exhibit 76, the audit report, I'd
11 like to turn to Page 3, No. 12, which was the
12 PUC Staff outside legal counsel, Scott
13 Mueller. And certainly at issue within this
14 case was the Company's use of outside legal
15 counsel through Keegan Werlin. And I know
16 that former PUC Staff, now Department of
17 Energy, had concerns with the amount of work
18 that outside counsel had done for the Company
19 within this case. Is that fair to say?

20 A. Yes.

21 Q. Did PUC Staff use outside legal counsel in
22 other utility rate cases? Specifically
23 mentioned in this audit report on Page 2,
24 there's mention of other cases, such as DE

1 19-064, DE 16-384 or DG 17-048. Are you
2 aware of the Department -- or former PUC
3 Staff using outside legal counsel in those
4 cases?

5 A. No.

6 Q. So this was relatively specific to this case?

7 A. Yes, it was.

8 Q. And do you know what factors led to PUC Staff
9 at the time, now Department of Energy,
10 requiring further assistance through outside
11 counsel?

12 A. Yeah, we found ourselves in a situation quite
13 similar to that of Eversource, in that we had
14 a number of departures in the legal
15 department, the PUC Legal Department at the
16 time. And we lost three attorneys who did
17 have rate case experience, so that left us
18 short at that point in time. I would say
19 that some of the departures were unexpected
20 at the time. So we felt the need to -- we
21 actually pulled one attorney out of
22 retirement to help us. And we also felt that
23 there was a need to have additional
24 assistance of an outside attorney who had

1 some expertise in corporate mergers, since
2 some of those expenditures from the NSTAR
3 merger were involved in this particular rate
4 case. But we did have a shortage of
5 available attorneys at that time not just
6 because of the Eversource rate case, but we
7 also had the Liberty rate case going on at
8 that time. Subject to check, as I recall, we
9 had another upcoming gas case coming up. So
10 we were stretched pretty thin at that point.

11 Q. And I wouldn't expect you to be able to
12 predict the future, but would you foresee in
13 future rate cases, whether for Eversource or
14 other regulated companies, in the future the
15 Department needing outside legal counsel in
16 order to assist with their work?

17 A. I do not know. I do not know. I'm not the
18 head of the legal division, so I'm not quite
19 sure what the prognosis is for their
20 particular situation. I can say with a high
21 degree of certainty that the Department's
22 lawyers are under the gun at this point in
23 time, given all that's going on. But I don't
24 know for sure how that would play out.

1 Q. With the variety of cases before us, it
2 certainly seems like personnel challenges are
3 impacting everyone across the industry, so
4 it's helpful to understand that perspective.
5 Thank you, Mr. Dudley.

6 COMMISSIONER SIMPSON: Mr.
7 Chairman, I don't have any further questions
8 for the witness. Thank you.

9 CHAIRMAN GOLDNER: Okay.

10 BY CHAIRMAN GOLDNER:

11 Q. Mr. Dudley, I think I just have one question.
12 When I look at the summary, it looks like a
13 significant portion of the requested
14 recovery, about 415K, was PUC, former PUC,
15 now DOE costs. Is that typical to see such a
16 high percentage of the total be, you know, a
17 PUC/DOE cost, or was this, in your opinion,
18 extraordinary?

19 A. It wasn't extraordinary, in my opinion. To
20 the extent that it was -- that it could be
21 considered high, yes, perhaps. But this was
22 a complex case. As I said, we had to
23 obtain -- well, it was helpful for us to
24 obtain an attorney who had some knowledge of

1 corporate mergers. We didn't have that
2 internal knowledge at that time. That was an
3 added expense. But given a case of this
4 size, Eversource is the largest electric
5 utility in the state, so there's that much
6 more material and issues that needed to be
7 reviewed and covered, and a lot more time
8 needed to do it, a lot more discovery in this
9 particular case. So I would say, just my own
10 opinion, Mr. Chairman, the amount was in the
11 zone of reasonableness, but I wouldn't say it
12 was extraordinary.

13 Q. So just when we're looking at different
14 events, different rate cases, it's about
15 25 percent of the total, right; 400K out of
16 1.7 million would be in the ballpark?

17 [Court Reporter interrupts.]

18 A. Yeah.

19 Q. Okay. Thank you.

20 CHAIRMAN GOLDNER: Okay. Do you
21 have any further questions, Commissioner
22 Simpson?

23 COMMISSIONER SIMPSON: No, I do
24 not. Thank you.

1 CHAIRMAN GOLDNER: We'll move to
2 Mr. Dexter with redirect.

3 MR. DEXTER: I don't have any
4 redirect. Thank you.

5 CHAIRMAN GOLDNER: Okay. Thank
6 you.

7 Mr. Dudley, you're excused. Thank
8 you very much.

9 Okay. Just thank you again, Mr.
10 Dexter, for making Mr. Dudley available to
11 us. I know it's a bit of a new process, so
12 thank you. Thank you, Mr. Dudley.

13 MR. DEXTER: You're welcome.

14 CHAIRMAN GOLDNER: And thank you,
15 Ms. Moran, as well. I'm sorry we had no
16 questions.

17 Okay. Without objection, we'll
18 strike I.D. on Exhibits 72 through 76 and
19 admit them as full exhibits.

20 We'll move to closing arguments,
21 beginning with Mr. Kreis.

22 MR. KREIS: Thank you, Mr.
23 Chairman. I really appreciate the
24 opportunity to start off the closing

1 arguments.

2 Well, first let me say I was really
3 pleased to hear Commissioner Simpson
4 acknowledge Mr. Bersak's service in the Air
5 Force. I fondly remember when he was still
6 with the Company, calling him "Colonel
7 Bersak." I hadn't been thinking about that
8 until Commissioner Simpson mentioned it. And
9 I think, given the impending Memorial Day, it
10 was a suitable tribute to him. And this
11 whole event, because Mr. Bersak is here,
12 assumes something of the character of a
13 reunion, and it's been a very pleasant
14 afternoon for that reason.

15 That said, with respect to the
16 Settlement Agreement that is pending before
17 you, as I listened to the questions that Mr.
18 Chairman and Commissioner Simpson asked, I
19 found myself experiencing a bit of deja vu
20 because I didn't play a role in negotiating
21 this Settlement Agreement. It was presented
22 to me as an opportunity for me to either sign
23 or not sign, and I chose to sign. And as I
24 was making that choice and thinking about it,

1 I found myself asking myself a lot of the
2 same questions that you asked on the record
3 here today. And so that makes me feel good,
4 because obviously I know now that our
5 concerns were pretty similar. So I can
6 explain why I signed the agreement, and that
7 might help you feel more comfortable with
8 approving it.

9 I like Settlement Agreements that
10 cut the baby in half. And that is
11 essentially what happened here with respect
12 to the major item that was in dispute in the
13 wake of the audit, which was the expenses
14 that Eversource incurred by hiring outside
15 counsel. And here's why I think that the
16 compromise on that subject was a reasonable
17 one. It isn't really for the reasons that
18 Mr. Bersak gave in his testimony; however
19 happy I am to see him reprise his former
20 entanglement with all of us here in New
21 Hampshire. He talked about the stress that
22 the Company in-house legal resources were
23 under, given what was going on at the time
24 with divestiture and things happening

1 elsewhere in the Eversource empire. I have
2 no sympathy for that, actually, because I
3 don't think what other affiliates at
4 Eversource New Hampshire were doing at the
5 time make any difference to the
6 reasonableness of their rate case expenses
7 here. And the fact that the Company was busy
8 negotiating and executing a restructuring
9 agreement, as far as I'm concerned, was an
10 enormous windfall to the Company's
11 shareholders at the expense of its
12 ratepayers, that doesn't make for -- that
13 doesn't create in me any sympathy for the
14 Company's claim now that it should be allowed
15 to recover expenses for outside legal counsel
16 incurred in this rate case.

17 Here's what does give me some
18 sympathy: The Company downsized its legal
19 department. That has effects on the revenue
20 requirement that the Company sought approval
21 for and gained approval for by settlement in
22 this case. And those are essentially
23 long-term, if not permanent reductions in the
24 Company's revenue requirement. And it does

1 make sense for the Company to have a leaner
2 and meaner legal department on an everyday
3 basis. That saves ratepayers money. And I
4 do have sympathy for this idea that when you
5 do that, you do then have to "staff up" on an
6 ad hoc basis when you have to go through the
7 major undertaking that is a rate case. And
8 it is a major undertaking. And I think,
9 therefore, that the compromise on rate case
10 expenses incurred for outside counsel is a
11 reasonable one.

12 It was interesting to me that the
13 Commissioners were also asking the Department
14 questions about its use of outside counsel in
15 this case. I had questions about that, too,
16 because that was an unusual turn of events.
17 But I guess I'll just point out the obvious,
18 which is that in contrast to the scrutiny you
19 might apply to the Company's outside
20 expenses, there are no shareholders here who
21 can make up the difference. So if you were
22 to determine that the costs of employing Mr.
23 Mueller were not recoverable as rate case
24 expenses, then I think it would just end up

1 being a cost imposed on either taxpayers or
2 ratepayers generally because those are the
3 only pockets that are available to pay for
4 the cost of having a Department of Energy.

5 And I guess I'll make another
6 observation that probably is obvious and
7 maybe not that helpful, which is that at the
8 time those costs were incurred, the people
9 who now appear before you as the Department
10 of Energy were actually the employees of your
11 predecessors. Therefore, I think there's a
12 kind of institutional reason for the current
13 Commissioners to defer to decisions that were
14 made by your predecessor commissioners. So
15 therefore, that's reasonable.

16 Those are the major issues that are
17 in dispute. I felt this was a reasonable
18 compromise. I think the five-year recovery
19 period, that's another tough issue. Part of
20 me thinks that you should approve a recovery
21 period of 20 years or 30 years because that
22 would ease the near-term burden, to the
23 extent there is one, of these costs. So to
24 me, I thought five years was reasonable. It

1 is a legitimate question about whether that
2 will create a kind of weird pancaking effect
3 because the Company is likely to be here with
4 another rate case within that five-year
5 period. But overall, I think it was a
6 reasonable compromise. So I went along with
7 that, too.

8 So I think this agreement overall
9 presents terms and conditions that are in the
10 public interest, that result in just and
11 reasonable rates, and allow us to conclude
12 the rate case rather than engage in a
13 protracted form of sort of derivative
14 litigation. So therefore, I recommend it to
15 you for your approval.

16 CHAIRMAN GOLDNER: Thank you, Mr.
17 Kreis, for setting the tone, we had King
18 Solomon today, Peter and Paul after your
19 initial joke. So everything got worked in.

20 MR. KREIS: I'd be happy to put
21 that joke on the record if you'd like.

22 CHAIRMAN GOLDNER: Mr. Dexter.

23 MR. DEXTER: Thank you, Mr.

24 Chairman, for the opportunity. I was just

1 going to urge you to approve the settlement
2 as a reasonable resolution of this case
3 before you, but I feel that maybe I should
4 give you a little more background on how we
5 got here.

6 So this rate case concluded quite a
7 while ago. The rate case expense portion of
8 it is still with us. We're here for that
9 today. When we moved -- when the Company
10 made its motion to collect the rate case
11 expenses, we at the Department of Energy
12 relied primarily on the audit done by Ms.
13 Moran's department. We limited our requested
14 disallowances to what was found in the audit
15 department, and that's what we focused our
16 settlement efforts on. In other words, the
17 items that you went through one by one were
18 highlighted in the audit process, and that's
19 where we focused both our hearing prep, had
20 we gone to hearing, and our settlement
21 discussions, which ultimately brought you the
22 settlement. We did not go back and
23 re-examine all the other expenses.

24 We do believe that the resolution

1 is reasonable. It does essentially "split
2 the baby," as the consumer advocate pointed
3 out. But that was -- we didn't just get
4 there. There was back and forth, and that's
5 where we ended up. We did not start with how
6 about we just split this and call it a day.
7 That's not how the nature of the settlement
8 went forward. We are comfortable with the
9 results.

10 As far as the period for
11 collection, again we were trying to stick
12 to -- to raise as few issues as possible in
13 this portion of the case. We went back and
14 looked at the original rate case settlement,
15 which included a five-year recovery in base
16 rates. However, we looked at the rules, and
17 we see that the rules call for a surcharge.
18 And given that Eversource's RRA is currently
19 pending before the Commission for effect
20 August 1st, it made sense, at least from the
21 Department's perspective, to agree to RRA
22 recovery rather than base rate recovery. And
23 we stuck with the five years because -- I
24 wasn't involved in the first settlement, and

1 I don't know what went into the five years,
2 but I didn't want to open that can of worms
3 if you will. Ultimately, I don't think the
4 impact on ratepayers is any different. I
5 guess from a -- and the reason I say that is,
6 there's another part of the rule that says
7 there shall be no interest recovered on rate
8 case expenses. So there will be no interest.
9 So it's not like the length -- the longer
10 period, the five years, is going to result in
11 a higher amount. Ultimately the \$1.7 million
12 and change is what will be recovered. So
13 we're comfortable with the five-year amount,
14 but I don't think it has a super significant
15 impact if that were shortened or lengthened.

16 Having said that, I will conclude
17 by urging you to approve this settlement. We
18 do believe it's a reasonable resolution of
19 the issues as I said that were brought up in
20 the audit report. Thank you.

21 CHAIRMAN GOLDNER: Thank you, Mr.
22 Dexter.

23 Ms. Chiavara.
24

1 MS. CHIAVARA: Thank you.
2 Eversource as well supports the Settlement
3 Agreement under consideration today and
4 respectfully recommends Commission approval
5 without modification, as RSA 541-A:38
6 encourages informal settlement of matters.

7 The Company would also like to
8 provide some context regarding the rate case
9 itself and why recovery of these costs are
10 just and reasonable. The Settlement
11 Agreement allows for the recovery of rate
12 case costs that were reasonably and prudently
13 incurred, and that have been comprehensively
14 documented and thoroughly reviewed by the
15 Company, the Department of Energy, and audit
16 staff. In addition, the costs that are
17 covered by the Settlement Agreement are
18 properly recoverable under PUC 1906.01 and
19 are actual, known and measurable. The costs
20 also meet all three criteria required by PUC
21 1904.02 (a)(1), for a determination of
22 allowed rate case expenses. The Settlement
23 Agreement represents the thoughtful
24 negotiation by the Company and the Department

1 of Energy, with assent from the consumer
2 advocate, and recovery of this expense is
3 just and reasonable and in the public
4 interest.

5 As discussed a bit earlier today,
6 in the original phase of this docket
7 regarding the permanent rates, all expenses
8 for this rate case, for the Company, OCA and
9 then Commission Staff, were originally
10 included in the revenue requirement in the
11 Settlement Agreement on permanent rates.
12 However, the Commission removed those
13 expenses from the revenue requirement for
14 recovery pending further review. Since that
15 time, extensive review has been conducted,
16 beginning with the audit by then-Commission
17 Staff, and culminating in the Settlement
18 Agreement in front of the Commission for
19 approval today, reached after months of
20 further documentation, review and discussions
21 between the Company and DOE analysts, audit
22 staff and attorneys.

23 The recovery figure in this
24 Settlement Agreement accounts for all of the

1 elements of PUC 1904.02(b) that are to be
2 taken into consideration by the Commission
3 when making a determination as to whether
4 rate case expenses should be allowed. These
5 factors include: 1) whether there are any
6 novel or complex issues presented; 2) the cost
7 of services to prepare and present the rate
8 case; 3) where appropriate, a comparison to
9 similar services to companies of similar size
10 as to matters of similar importance;
11 4) whether the work was relevant and
12 reasonably necessary and contributed to the
13 efficient resolution of the matter;
14 5) whether the Company used a competitive
15 bidding process; 6) experience and
16 availability of the service provider;
17 7) whether the request for the rate change
18 was just and reasonable; and 8) any other
19 relevant factors to the particular rate
20 proceeding.

21 This rate case was not typical for
22 a variety of reasons. As an initial matter,
23 due to the commitments from other settlement
24 agreements, this was the first rate case that

1 the state's largest utility had in 10 years.
2 During that time, the Company went through a
3 merger that resulted in fundamental changes
4 to the business structure and operations.
5 Additionally, the Company, as discussed by
6 Mr. Bersak, divested its generation assets,
7 which was a process that, among other things,
8 took multiple years and the creation of RSA
9 369-B to complete.

10 Added to these novel and complex
11 issues was the onset of the COVID-19 pandemic
12 and the extension of the rate case process by
13 six months, for a total of 18 months. This
14 was the first utility rate case to be
15 adjudicated with such an extension. The
16 Company was also required to file additional
17 testimony, accounting for the impacts of the
18 evolving pandemic, which added time and
19 complexity to the docket. Aside from these
20 exceptional factors, this rate case had eight
21 intervening parties and over 1,000 discovery
22 requests served on the Company. The
23 circumstances I've just listed respond to
24 several factors of 1904.02(b). This case has

1 novel and complex issues that warranted the
2 costs of the services incurred to prepare and
3 present the rate case. And the work was
4 relevant, necessary and did in fact
5 contribute to the efficient resolution of the
6 matter, as a comprehensive Settlement
7 Agreement was reached regarding permanent
8 rates. It was not only the aforementioned
9 factors that made the services incurred,
10 particularly those of outside counsel,
11 necessary in this instance. The Company now
12 has a fundamentally different, leaner
13 structure of its New Hampshire legal
14 department designed to handle the typical
15 regulatory work load for Eversource and
16 Aquarion, but not designed for infrequent and
17 high-intensity occurrences such as rate
18 cases. As mentioned by the consumer
19 advocate, customers benefit from this leaner
20 structure due to fewer salaries of staff on
21 an ongoing basis. But the trade-off is it's
22 benefited the requirement that the Company
23 secure the necessary legal resources when
24 peak events such as rate cases occur.

1 Both the Company and today's
2 Settlement Agreement also account for the
3 remaining 1904.02(b) factors. The Company
4 engaged in competitive bidding processes for
5 all necessary outside services when required,
6 particularly in relation to legal expenses.
7 But the factor in 1904.02(b) recommending
8 comparison to other businesses and services
9 does not suit these circumstances, as this
10 rate case was not comparable in scope or
11 complexity to matters of other utilities, or
12 previous matters from this utility. And as
13 for the final factor, the Commission found
14 the rate change request to be just and
15 reasonable.

16 Lastly, the Department of Energy's
17 audit supported the recovery of all rate case
18 costs, with the exception of the four
19 contested amounts for services rendered from
20 Keegan Werlin, Randstad, Economists, Inc. and
21 Concentric. The Company conceded the
22 Concentric costs. As for the others, the
23 Company engaged the Department in extensive
24 discussions, as mentioned by Attorney Dexter,

1 regarding the differences between the
2 Company's and the Department's position.
3 After providing a substantial amount of
4 information in response to the Department's
5 inquiries, both the Company and the
6 Department arrived at a negotiated settlement
7 amount of the total expenses recoverable
8 under PUC 1906.01 that is just and reasonable
9 and in the public interest. That is the
10 figure in front of the Commission for
11 approval today.

12 There is no dispute that all costs
13 represented by the settlement figure are
14 recoverable under PUC 1906.01 and should be
15 allowed for recovery under PUC 1904.02. With
16 those criteria satisfied and no issue being
17 contested as to recovery, the Company
18 respectfully reiterates its request that the
19 Commission approve this Settlement Agreement.
20 That's all I have. Thank you.

21 CHAIRMAN GOLDNER: Thank you.

22 I'll thank everyone, particularly
23 Mr. Bersak and Mr. Horton and Mr. Dudley.
24 We'll take the matter under advisement and

1
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issue an order. And we are adjourned.

(Whereupon hearing was adjourned at
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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.

(ORIGINAL CERTIFICATION FILED WITH
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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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