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STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION

April 2, 2021 - 10:16 a.m.

[Remote Hearing conducted via Webex]

RE: DE 21-020 EVERSOURCE ENERGY AND
CONSOLIDATED COMMUNICATIONS JOINT
PETITION TO APPROVE POLE ASSET
TRANSFER
Prehearing Conference

PRESENT:

Chairwoman Dianne Martin, Presiding
Commissioner Kathryn M. Bailey

Doreen Borden, Clerk
Corrine Lemay, PUC Remote Hearing Host

APPEARANCES: Reptg. Eversource Energy:

Robert J. Humm, Esq.
Jessica Ralston, Esq.

Reptg. Consolidated Communications:
Patrick C. McHugh, Esq.

Reptg. NECTA:
Susan S. Geiger, Esq.

Reptg. Office of the Consumer Advocate:
Christa Shute, Esq.

Reptg. PUC Staff:
Brian D. Buckley, Esq.

Court Reporter: Susan J. Robidas, NH LCR No. 44

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1 P R O C E E D I N G S

2 CHAIRWOMAN MARTIN: Good morning,
3 everyone. We're here this morning in Docket
4 DE 21-020 for a prehearing conference on the
5 Eversource Energy and Consolidated
6 Communications Joint Petition to Approve Pole
7 Asset Transfer. I have to make findings
8 because this is a remote hearing.

9 As Chairwoman of the Public
10 Utilities Commission, I find that due to the
11 State of Emergency declared by the Governor
12 as a result of the COVID-19 pandemic, and in
13 accordance with the Governor's Emergency
14 Order No. 12, pursuant to Executive Order
15 2020-04, this public body is authorized to
16 meet electronically. Please note that there
17 is no physical location to observe and listen
18 contemporaneously to this hearing which was
19 authorized pursuant to the Governor's
20 Emergency Order. However, in accordance with
21 the Emergency Order, I am confirming that we
22 are utilizing Webex for this electronic
23 hearing. All members of the Commission have
24 the ability to communicate contemporaneously

1 during this hearing, and the public has
2 access to contemporaneously listen and, if
3 necessary, participate. We previously gave
4 notice to the public of necessary information
5 for accessing the hearing in the Order of
6 Notice. If anyone has a problem, please call
7 (603)271-2431. In the event the public is
8 unable to access the hearing, the hearing
9 will be adjourned and rescheduled.

10 Okay. We have to take a roll call
11 attendance because this is a remote hearing.

12 My name is Dianne Martin. I am the
13 Chairwoman of the Public Utilities
14 Commission, and I am alone.

15 Commissioner Bailey.

16 COMMISSIONER BAILEY: Good morning,
17 everyone. Kate Bailey, Commissioner at the
18 PUC, and I am alone.

19 CHAIRWOMAN MARTIN: Thank you. And
20 now we need to take appearances. Let's start
21 with Eversource, please.

22 MR. HUMM: Yes. Good morning.
23 Robert Humm, on behalf of Eversource Energy.
24 I'm alone. And here with me virtually are

1 Matthew Fossum and Jessica Ralston. We also
2 have some other folks on the call. We have
3 Erica Menard, Lee Lajoie and Doug Horton.
4 But if you'd like to take their own
5 individual roll call, that works, too.

6 CHAIRWOMAN MARTIN: No, that's
7 fine. Thank you.

8 And for Consolidated.

9 MR. MCHUGH: Good morning. This is
10 Attorney Patrick McHugh. And with me is
11 Attorney Sarah Davis. Thank you.

12 CHAIRWOMAN MARTIN: Okay. Thank
13 you.

14 And for NECTA.

15 MS. GEIGER: Yes. Good morning.
16 I'm Susan Geiger from the law firm of Orr &
17 Reno, here on behalf of NECTA this morning.
18 And also with me from NECTA is Attorney
19 Soutter.

20 CHAIRWOMAN MARTIN: Okay. Thank
21 you.

22 And for the OCA.

23 MS. SHUTE: Good morning,
24 Chairwoman Martin, Commissioner Bailey.

1 Christa Shute with the Office of the Consumer
2 Advocate, on behalf of residential utility
3 customers. Thank you.

4 CHAIRWOMAN MARTIN: Okay. Thank
5 you, Ms. Shute.

6 And for PUC Staff.

7 MR. BUCKLEY: Good morning, Madam
8 Chair, Commissioner Bailey. My name is Brian
9 Buckley. I am joined by co-counsel, David
10 Wiesner, and we are here on behalf of the PUC
11 Staff.

12 CHAIRWOMAN MARTIN: Okay.
13 Excellent. Have I missed anyone?

14 [No verbal response]

15 CHAIRWOMAN MARTIN: All right.
16 Let's move on to preliminary matters. We
17 have a pending Motion for Confidential
18 Treatment. Is there any objection to that
19 motion?

20 MS. GEIGER: Yes, Madam Chairwoman.
21 NECTA filed an objection yesterday.

22 CHAIRWOMAN MARTIN: Okay. Ms.
23 Geiger, would you like to speak your
24 objection?

1 MS. GEIGER: Yes. NECTA's
2 objection essentially relies on a couple of
3 issues. The first is that the document, the
4 Settlement Agreement for which the
5 petitioners are seeking confidential
6 treatment, has not been redacted in
7 accordance with the Commission's rules;
8 therefore, it's impossible for NECTA to know
9 exactly what is and what is -- what is in the
10 Settlement Agreement and which portions of it
11 the petitioners are alleging are confidential
12 and should be exempt from public disclosure.

13 As indicated in our objection,
14 NECTA believes that the interests that it is
15 seeking to protect in this docket warrant
16 access to some of that confidential
17 information. And so we would respectfully
18 ask that the Commission direct the
19 Petitioners to refile the redacted Settlement
20 Agreement in accordance with the Commission's
21 rules so that we can more particularly
22 identify the sections of it that we would
23 need access to. And thereafter, we would ask
24 the Commission to afford NECTA access to the

1 information that it needs to probe the issues
2 that it is seeking to protect in this docket.

3 CHAIRWOMAN MARTIN: Response from
4 the Petitioners. Mr. Humm.

5 MR. HUMM: Yes. Thank you,
6 Chairwoman. So we filed this motion I think
7 with the understanding that certainly there
8 are specific confidential terms within the
9 agreement itself. But this is a unique
10 circumstance where this agreement is one of
11 potentially several transactions that one of
12 the joint petitioners, Consolidated, has been
13 involved in, and may in the future be
14 involved in. This type of transaction has
15 been dealt with in other jurisdictions in the
16 past, and potentially it could be dealt with
17 in the future.

18 So the terms of the agreement on
19 the whole are negotiated terms that from
20 jurisdiction to jurisdiction could change and
21 could be negotiated and therefore would be, I
22 think, competitively and commercially
23 sensitive. I'll defer to Mr. McHugh to
24 provide more information about that, but I

1 wanted to give that initial context.

2 MR. MCHUGH: Good morning --

3 CHAIRWOMAN MARTIN: Do you have a
4 response -- just a second, Mr. McHugh.

5 MR. MCHUGH: Sure.

6 CHAIRWOMAN MARTIN: Do you have a
7 response to the redaction request from Ms.
8 Geiger?

9 MR. HUMM: If I understand that
10 redaction request correctly, is it to redact
11 only the specific terms that are deemed
12 confidential, or is there more to it with
13 respect to the redaction request?

14 CHAIRWOMAN MARTIN: So it sounds
15 like you're not clear on what the redaction
16 request is.

17 MR. HUMM: Correct.

18 CHAIRWOMAN MARTIN: Okay. I'll
19 come back to Ms. Geiger on that.

20 Mr. McHugh.

21 MR. MCHUGH: Thank you. When you
22 take a look at the actual objection that was
23 filed, the reference in Paragraph 5 about the
24 need for the actual Settlement Agreement

1 relates to several items: Pole attachment
2 rates, accuracy of the total number of
3 jointly-owned and solely-owned poles,
4 accounting treatment, whether the rates that
5 CCI will pay for attachments are just and
6 reasonable and non-discriminatory, and that
7 the terms of Consolidated's access to poles
8 are non-discriminatory. Nothing that is in
9 the objection as to what NECTA's interests
10 are is in that Settlement Agreement, so there
11 is no basis whatsoever for disclosure based
12 on that objection. The Commission Staff and
13 the Commissioners can take a look at the
14 Settlement Agreement and verify whether you
15 agree with me or disagree with me. But there
16 is nothing that really speaks to those issues
17 in the Settlement Agreement.

18 What we have is a fairly complex
19 dispute that arose between Eversource and
20 Consolidated, the terms of which are -- have
21 been settled and are settled on a
22 confidential basis, subject obviously to the
23 Commission's review, the Staff's review and
24 the OCA's review.

1 However, to Attorney Humm's point,
2 we have -- we at Consolidated, that is, have
3 ongoing negotiations with other utilities
4 about poles, we have ongoing disputes over
5 poles and we've also sold poles, and that
6 agreement is I think highly confidential and
7 proprietary. And if the Commission were to
8 take a look at its Order 26,280, which is
9 Liberty Utility's Petition to Approve Firm
10 Supply and Transportation Agreements, I think
11 that Commission decision is directly on point
12 with the analysis that we would apply here.
13 And those agreements were kept confidential.

14 So I could get into it in more
15 detail. I don't know how much, Chairwoman
16 Martin, the Commission wants to get into it.
17 But in any event, we would stand by that
18 objection.

19 The reason, I will tell you, that
20 there was no filing of at least initially a
21 redacted Settlement Agreement is because I
22 think if we were to try and redact it to meet
23 with the concerns of Consolidated and protect
24 its interests in future negotiations, that

1 the redaction would basically be -- it would
2 border on I think ridiculous because so much
3 would be redacted. It would be meaningless.
4 So the decision was made to simply provide it
5 on a -- provide the entire agreement, but on
6 an entirely confidential basis.

7 CHAIRWOMAN MARTIN: So do you not
8 dispute, then, that there is information in
9 there that is not confidential, applying
10 91-A?

11 MR. MCHUGH: No. I think applying
12 91-A and the Commission's decision in Order
13 26,280, I would agree that the whole thing is
14 confidential. I see no reason why it needs
15 to be made public, especially to a competitor
16 of Consolidated, when we're in, you know,
17 sensitive negotiations with other companies
18 for at least similar transactions. So I
19 don't see what public good could come out of
20 giving competitors a leg up in our
21 negotiations, to the extent either
22 competitors or other electric utilities, to
23 the extent we have ongoing negotiations,
24 number one; and two, part of the analysis in

1 the Commission's order that I referenced is,
2 is there a potential harm to ratepayers with
3 a disclosure. Now, you might take issue that
4 there may be no harm to electric ratepayers,
5 but there certainly could be a harm to
6 Consolidated's ratepayers if those agreements
7 were made public.

8 CHAIRWOMAN MARTIN: Okay. Ms.
9 Geiger, would you like to respond on the
10 redaction piece?

11 MS. GEIGER: Yes, please.

12 Because the document was not
13 redacted in accordance with the Commission's
14 rules which require, you know, certain
15 information be blacked out, we don't know
16 what we don't know. So it's very difficult
17 for NECTA to make the assumption or to
18 conclude that everything in that document is
19 confidential and should be withheld from not
20 just public disclosure, but disclosure to
21 other parties in the docket. So NECTA would
22 stand on its objection and would respectfully
23 ask that the document, at the very least, be
24 resubmitted in accordance with the

1 Commission's redaction rules. Obviously,
2 NECTA's interest in this docket, which we
3 will get to if the Commission takes argument
4 on our intervention, really relates to, you
5 know, the amount that is being paid for these
6 poles. Consolidated may be concerned about
7 its negotiations in the future, but
8 Eversource is a regulated public utility, and
9 so the amount that it pays for these poles
10 and the amount that it puts on its books will
11 affect ratepayers in the future. And in
12 addition to being pole attachers, NECTA's
13 numbers, some of them, are customers of
14 Eversource. So we do have, I believe, the
15 right, and Staff and the OCA has the right to
16 probe these issues.

17 CHAIRWOMAN MARTIN: Okay. Thank
18 you, Ms. Geiger.

19 Commissioner Bailey, did you have
20 any questions?

21 COMMISSIONER BAILEY: Yes. Thank
22 you.

23 Mr. McHugh, did you say that there
24 are no terms and conditions -- I have not

1 reviewed the confidential information yet.
2 Did you say that there are no terms and
3 conditions about how much Consolidated will
4 pay for pole attachments in the future?

5 MR. MCHUGH: In the Settlement
6 Agreement, there are terms about it. But
7 they also are the same terms I believe that
8 have been made public in the petition. So
9 it's public, in terms of the attachment rate,
10 what CCI is paying for the overall
11 attachments. That number is in the petition.

12 COMMISSIONER BAILEY: So it's
13 public. Therefore it shouldn't redacted;
14 right?

15 MR. MCHUGH: If the Commission
16 would like me to go back with Attorney Humm
17 and file a redacted Settlement Agreement, I
18 can do that. What you're going to find is
19 it's going to be nothing but whatever the
20 number of pages are, but call it 14 or 15
21 pages of nothing, other than a couple of
22 sentences in the beginning and then signature
23 lines.

24 So I didn't -- I don't believe that

1 we violated the Commission's rules whatsoever
2 by treating the whole thing confidentially.
3 But if the Commission would prefer that we go
4 back and do it that way, that's fine. We can
5 also discuss it a bit further in the
6 technical session. But I don't think the
7 instant dispute's going to go away based on
8 what Attorney Geiger is claiming that she's
9 entitled to.

10 The Commission's holding on Page 5
11 of that order that I mentioned I think is
12 specifically on point to how we view the
13 analysis here. The Commission noted that the
14 information that Liberty sought protection
15 included sensitive commercial information and
16 that it constitutes confidential and
17 commercial information under RSA 91-A:5 and
18 the exemption No. 4. And then the Commission
19 found that the disclosure would cause
20 substantial harm to the competitiveness of
21 those parties and would ultimately or could
22 ultimately flow through to Liberty's
23 customers. That's exactly the same analysis
24 that applies here, as far as I'm concerned.

1 And Liberty prevailed in that decision. And
2 I think that Consolidated and Eversource
3 should prevail in this Motion for
4 Confidential Treatment.

5 COMMISSIONER BAILEY: And although
6 Consolidated is an ETC, it's still a public
7 utility; right?

8 MR. MCHUGH: Correct.

9 COMMISSIONER BAILEY: Okay. Thank
10 you.

11 CHAIRWOMAN MARTIN: Okay. We will
12 take the question of the confidentiality and
13 rule on that motion in an order. However, I
14 would direct the petitioners to -- I'm sorry?

15 MS. SHUTE: Sorry, Madam. This is
16 Christa Shute with the OCA. I just wanted to
17 weigh in on this issue.

18 CHAIRWOMAN MARTIN: Oh, you do want
19 to weigh in. I'm sorry.

20 MS. SHUTE: That's okay.

21 CHAIRWOMAN MARTIN: Go right ahead.

22 MS. SHUTE: So the Office of the
23 Consumer Advocate does support NECTA's
24 objection to the Motion for Protective Order.

1 contract is not in the public interest or in
2 accordance with the PUC rules. And given the
3 balancing test between the public's interest
4 in disclosure against the privacy interests
5 of the Company, we think that the increased
6 transparency benefits ratepayers.

7 And to Mr. McHugh's point, I don't
8 think that redacting all but a couple of
9 sentences in the contract is going to be
10 appropriate. And I would encourage both of
11 the parties to look closely at what is
12 already on the public record, whether in this
13 state or another state that is also in this
14 agreement and what is otherwise known
15 publicly, and make sure that those items are
16 not redacted and that it's carefully sculpted
17 out. So, thank you.

18 CHAIRWOMAN MARTIN: Thank you, Ms.
19 Shute.

20 Mr. Buckley.

21 MR. BUCKLEY: Thank you, Madam
22 Chair. If we could just offer comment as
23 well.

24 While Staff does see the logic in

1 NECTA's objection, particularly with respect
2 to their request for a lesser redacted
3 version of the Settlement, we take no
4 position on the Motion for Confidential
5 Treatment at this time. But we will observe
6 that when a similar question arose during the
7 Granite Bridge prehearing conference, the
8 parties were able to reach a resolution of
9 the issues during the technical session that
10 followed that prehearing conference. The
11 Commission could consider a similar strategy
12 in this instance, allowing the parties to
13 further discuss the relevant issues,
14 particularly in light of the objection only
15 having been filed yesterday. In that case,
16 the Staff would offer to report out on any
17 agreement that may have or may not have been
18 reached during the technical session in the
19 same Staff report that proposes a procedural
20 schedule.

21 CHAIRWOMAN MARTIN: Thank you for
22 that, Mr. Buckley.

23 Anyone else? Mr. Humm.

24 MR. HUMM: Yes. Thank you, and

1 just very briefly. I appreciate Mr.
2 Buckley's comments. I know Mr. McHugh
3 mentioned a few moments ago that he'd be
4 willing to take it back and take another look
5 along with me. I think in light of doing
6 that, we'd also be happy to have a
7 conversation with Ms. Geiger and with Ms.
8 Shute before we get to any sort of final
9 determination, especially given that the
10 motion was just filed yesterday. So we would
11 appreciate that opportunity to do what Mr.
12 Buckley mentioned. Thank you.

13 CHAIRWOMAN MARTIN: Okay. Thank
14 you. I appreciate that suggestion as well,
15 and I would encourage the parties to discuss
16 that as part of the technical session and
17 take the approach that Mr. Buckley suggested,
18 and that they will -- that Staff will report
19 back on any agreement.

20 That said, to the extent the
21 existing redacted filing is not consistent
22 with the rules, the petitioners should submit
23 a properly redacted version, and if there is
24 information in the filing that is already

1 public, it should not be redacted. Other
2 than that, we will take this motion under
3 advisement and issue an order.

4 We also have a pending Motion for
5 Intervention. Are there any objections to
6 that motion?

7 MR. HUMM: We have no objection.
8 Thank you.

9 MR. MCHUGH: No objection on behalf
10 of Consolidated, Chairwoman Martin.

11 CHAIRWOMAN MARTIN: Any objection
12 from Mr. Buckley or Ms. Shute?

13 MS. SHUTE: No objection from the
14 OCA.

15 MR. BUCKLEY: No objection from
16 Staff.

17 CHAIRWOMAN MARTIN: Okay. Thank
18 you.

19 All right. Any other preliminary
20 matters before we hear the parties with their
21 positions?

22 [No verbal response]

23 MR. BUCKLEY: None that Staff's
24 aware.

1 CHAIRWOMAN MARTIN: Let's hear from
2 Eversource first then.

3 MS. RALSTON: Thank you, and good
4 morning. Jessica Ralston with Eversource
5 Energy.

6 The Commission initiated this
7 docket in response to the joint position of
8 Eversource Energy and Consolidated
9 Communication that was filed on February 10,
10 2021, requesting approval of a pole asset
11 transfer. The joint petition asked the
12 Commission to determine that the transfer of
13 assets from Consolidated Communications to
14 Eversource is in the public interest because
15 it will result in significant electric
16 reliability and operational benefits with
17 minimal customer bill impacts. The Company's
18 position is set forth in detail in the Joint
19 Petition and the direct testimony of Lee
20 Lajoie, Douglas Horton and Erica Menard. I
21 will highlight just a few of the key aspects
22 of the filing.

23 Eversource and Consolidated are
24 currently joint owners of approximately

1 343,098 utility poles in Eversource's service
2 territory, and Consolidated also solely owns
3 approximately 3,844 utility poles in
4 Eversource's service territory to which
5 Eversource has attached its electric
6 facilities.

7 The Company entered into an
8 agreement on December 30th of 2020, pursuant
9 to which Eversource will purchase
10 Consolidated's 50-percent ownership interest
11 in the jointly-owned poles and 100-percent
12 ownership interest in the solely-owned poles.

13 The agreement between the companies
14 also includes a full and complete settlement
15 of any and all disputes between the
16 companies, including regarding certain
17 vegetation management costs paid by
18 Eversource since 2018. Resolution of these
19 disputes includes a deduction from the
20 confidential net purchase price.

21 Pursuant to the terms of the
22 agreement, Eversource [Consolidated] will pay
23 to Eversource \$5 million per year in pole
24 attachment fees for the first two years

1 following the agreement closing date.

2 Thereafter, the revenues for Consolidated's
3 pole attachments will be subject to
4 Eversource's pole attachment rates in effect.

5 The pole attachment agreements
6 currently in place between Consolidated and
7 third-party attachers will transfer to
8 Eversource, and this means that following
9 closing of the transaction, Eversource will
10 receive third-party attachment revenues
11 directly from all third-party attachers under
12 the terms of the contracts currently in place
13 for Consolidated.

14 The revenue requirement that was
15 established in Eversource's recently
16 completed base distribution rate case did not
17 contemplate the incremental costs associated
18 with assuming ownership of the transferred
19 poles. Eversource also anticipates that the
20 incremental revenues that will accrue after
21 the transaction would not be sufficient to
22 cover these incremental costs. Therefore,
23 Eversource is requesting approval of a
24 funding mechanism to annually reconcile the

1 net incremental costs associated with the
2 purchase of the transferred poles. And
3 approval of this cost recovery mechanism will
4 allow Eversource to complete necessary
5 maintenance and repair activities for the
6 benefit of the customers immediately
7 following the close of the transaction.

8 Eversource has proposed to recover
9 these costs through the regulatory
10 reconciliation adjustment that was
11 established in the recent distribution rate
12 case. Specifically, Eversource proposes to
13 use this mechanism to recover the incremental
14 property tax expense through the property tax
15 component of the RRA and the incremental
16 vegetation management expense in the
17 vegetation management component to the RRA.
18 Eversource also proposes to add a new
19 component that would allow for recovery and
20 reconciliation of the net revenue requirement
21 of the transferred poles. Without approval
22 of the proposed cost recovery, Eversource's
23 ability to accomplish the significant safety
24 and reliability benefits related to the

1 transferred poles could be impeded because
2 the incremental revenue requirement will
3 exceed the available attachment revenues.

4 The bill impacts to customers
5 associated with this proposed cost recovery
6 mechanism are minimal. Eversource estimated
7 that for the average residential customer
8 using 600 kilowatt hours per month, the bill
9 impact during the first full year will be
10 \$1.02 or .88 percent increase. By the third
11 year, the same customer would see a bill
12 impact of only \$1.22 or 1.04 percent change
13 from current rates. Transfer of the poles to
14 Eversource will provide significant
15 reliability and operational benefits to
16 customers.

17 Eversource follows a rigorous
18 inspection and replacement process to ensure
19 its poles are safe and reliable. This
20 inspection and replacement process will apply
21 to the transferred poles after closing. And
22 this process includes the proactive
23 identification and replacement of poles that
24 do not meet the minimum strength requirements

1 of the National Electric Safety Code, and
2 replacement of these poles improves public
3 safety and reliability.

4 Eversource is also the first
5 responder in emergency events that involve
6 pole replacement, and this uniquely positions
7 the company to replace poles expeditiously.

8 By assuming sole ownership of the
9 transferred poles, Eversource will be able to
10 increase the efficiency of its reliability
11 resiliency work because it will no longer
12 need to coordinate with Consolidated. This
13 coordination can cause delays or additional
14 costs that will be eliminated after the
15 transaction.

16 Customers will also be subject to
17 lower line extension costs because customers
18 will no longer be subject to Consolidated's
19 line extension costs. Currently, customers
20 are required to pay Consolidated's line
21 extension fee in addition to Eversource's
22 line extension costs even if such customers
23 have not requested land telephone service.

24 In conclusion, there is no net harm

1 to the public as a result of this
2 transaction. The minimal estimated bill
3 impacts are far outweighed by the expected
4 significant reliability and operational
5 benefits from Eversource's sole ownership of
6 the poles.

7 For these reasons, Eversource and
8 Consolidated respectfully request the
9 Commission's approval of the asset transfer.
10 Thank you.

11 CHAIRWOMAN MARTIN: Thank you, Ms.
12 Ralston.

13 Okay. For Consolidated.

14 MR. MCHUGH: Chairwoman Martin, at
15 this time I have nothing else to add, other
16 than to briefly say that we believe that what
17 we've put before you is a carefully crafted
18 Settlement Agreement that is in the public
19 interest, and we would ask for approval of
20 it. I would ask to reserve my right to
21 briefly rebut anything else that might be
22 said by intervenors or the OCA. But other
23 than that, I wholeheartedly concur with
24 Eversource's presentation. Thank you.

1 CHAIRWOMAN MARTIN: Okay. Thank
2 you, Mr. McHugh.

3 Given that there are no objections
4 to the Motion for Intervention, we're going
5 to grant that motion today and we'll hear
6 from Ms. Geiger on behalf of NECTA as a full
7 party.

8 Go ahead, Ms. Geiger.

9 MS. GEIGER: Thank you. The "no
10 net harm test" that the Commission must apply
11 in an asset acquisition case like this one
12 requires that NECTA's members not be
13 adversely impacted by the proposed sale of
14 Consolidated's poles to Eversource. NECTA's
15 not opposed to the transfer of Consolidated's
16 poles or pole assets to Eversource, so long
17 as the transfer does not result in a change
18 to the rates and total amounts that NECTA's
19 members currently pay for their attachments
20 to the transferred poles or a change in the
21 terms and conditions that currently apply to
22 NECTA's members who are attached, and their
23 attachments to these poles.

24 With respect to rates, the current

1 rates and amounts that NECTA's members pay
2 Consolidated for their attachments to these
3 poles and the terms and conditions that apply
4 to the attachments should not change simply
5 because ownership of the poles is being
6 transferred to Eversource. For any future
7 rate changes, NECTA submits that Eversource
8 should not be allowed to change its pole
9 attachment rates until such time as it has
10 owned the transferred poles for a full
11 calendar year, with accounting reflected on
12 Eversource's FERC Form 1.

13 Eversource should not be allowed to
14 pay more than Consolidated's net book value
15 for the transferred poles. If Eversource is
16 allowed to pay above net book value for these
17 poles, the increased amount will be reflected
18 in its rate base, and all other things being
19 equal, will cause retail electricity and pole
20 attachment rates to rise. This is
21 inconsistent with the "no net harm test" and
22 sound ratemaking practices. And in Vermont,
23 Green Mountain Power agreed that it would not
24 pay more than Consolidated's net book value

1 for transferred poles. And NECTA believes
2 that Eversource should do the same here in
3 New Hampshire.

4 With respect to billing issues,
5 NECTA is concerned about the accuracy of the
6 numbers of poles that are being transferred.
7 Consolidated's transfer of pole assets to
8 Green Mountain Power in Vermont did not
9 include a list of the actual poles being
10 transferred. After the transaction closed,
11 NECTA members were billed for more pole
12 attachments than before the transaction. In
13 light of this, Consolidated and Eversource
14 need to provide assurances in this docket
15 that the same thing will not happen in New
16 Hampshire. Again, the "no net harm test"
17 should protect NECTA's members against any
18 such financial harm.

19 With respect to pole attachment
20 licenses and make-ready, Eversource should be
21 required to timely process pole attachment
22 license applications that are pending with
23 Consolidated right now, and any make-ready
24 payments that have been paid -- that have

1 been made to Consolidated must be properly
2 accounted for. In addition, both Eversource
3 and Consolidated should commit to maintaining
4 adequate resources to support application,
5 survey and make-ready work on a timely basis
6 for all attachers: Eversource for the poles
7 they are acquiring and Consolidated for the
8 poles they will continue to own after the
9 transfer.

10 Lastly, regarding competitive
11 issues. NECTA has concerns about how this
12 transaction impacts competitive issues.
13 After the transfer, Consolidated must be
14 treated like any other third-party attacher
15 with respect to pole rates and attachment
16 applications. NECTA should be allowed to
17 fully investigate this issue and would urge
18 the Commission to ensure that the rates that
19 Consolidated will pay Eversource for
20 Consolidated's pole attachments on these
21 poles are just, reasonable and
22 non-discriminatory. Consolidated should
23 receive no preferential treatment as a result
24 of this pole transfer that would result in

1 competitive harm to NECTA's members. For
2 example, because the filing indicates that
3 the pole fees paid by Consolidated to
4 Eversource for the next two years will remain
5 the same, NECTA submits that all pole
6 attachers' rates should remain the same as
7 they currently are for the next two years.

8 NECTA appreciates the opportunity
9 to provide these comments and looks forward
10 to exploring its issues with the parties in
11 the upcoming technical session. Thank you.

12 CHAIRWOMAN MARTIN: Thank you, Ms.
13 Geiger.

14 And Ms. Shute.

15 MS. SHUTE: Thank you, Chairwoman
16 Martin.

17 The OCA is not taking a specific
18 position at this time on the petition before
19 us. We believe there are real advantages,
20 but also disadvantages that would accrue to
21 residential ratepayers with approval of this
22 transaction. We do very much look forward to
23 exploring those issues further with the
24 parties. We do believe that there could be a

1 productive Settlement Agreement that could
2 further meet the needs of ratepayers than is
3 currently envisioned in the petition, and we
4 look forward to working with the parties
5 toward that end. Thank you.

6 CHAIRWOMAN MARTIN: Thank you, Ms.
7 Shute.

8 Mr. Buckley.

9 MR. BUCKLEY: Thank you, Madam
10 Chair.

11 Staff is still evaluating the
12 issues presented in the joint petition and
13 therefore withholds judgment on those issues
14 at this prehearing conference. Nonetheless,
15 we take this opportunity to highlight for the
16 Commission some of the issues we intend to
17 examine for the duration of the proceeding.

18 While Staff sees truth in the
19 companies' assertions that there may be
20 reliability, maintenance and operational
21 efficiency savings that could result from the
22 transfer and accrue to Eversource's
23 ratepayers, it is unclear to Staff whether
24 those benefits, almost all of which are

1 described only qualitatively in the petition,
2 justify the increase in revenue requirements
3 that would result from the Commission's
4 approval of this transfer. We look forward
5 to reviewing the values of those benefits
6 with the petitioners.

7 Similarly, we look forward to
8 reviewing the purchase price and other terms
9 negotiated by the companies, the pole
10 inspection and replacement schedules
11 proposed, the CCI vegetation management
12 settlement terms, the CCI attachment rates
13 for the first two years, the basis for
14 attachment rates paid pay CCI during the
15 first two years following the transfer, and
16 potential impacts to attachment rates paid by
17 others, the status of CCI's solely-owned
18 poles, and the exclusion of the so-called
19 "dual poles" from the proposed transfer.

20 Also, it is unclear to Staff
21 whether the Company's proposal to recover
22 costs through the recently approved
23 regulatory reconciliation adjustment, the RRA
24 mechanism, is appropriate in light of the

1 limitations placed on that adjustment in the
2 DE 19-057 Settlement Agreement and related
3 Commission order. In that context, it may
4 also be worth observing that this petition
5 was filed on February 10, 2021, less than six
6 months after Eversource, Commission Staff and
7 the Office of the Consumer Advocate and
8 several other parties agreed to very specific
9 limitations to the Company's recovery of rate
10 base additions between now and the end of its
11 next rate case. To quote directly from
12 Section 10.6 of the 19-057 Settlement, "The
13 Company shall not request recovery of any
14 capital costs associated with plant placed in
15 service outside of the above-described step
16 adjustments until the Company's next
17 distribution rate case filing, which shall be
18 based on a test year ending no sooner than
19 December 31, 2022, and which shall be filed
20 no earlier than the first quarter of 2023."

21 In light of this and other
22 considerations, Staff looks forward to
23 working with the parties throughout the
24 duration of this proceeding to consider

1 whether the proposed asset transfer is in the
2 public good and should be approved pursuant
3 to RSA 374:30, whether the costs are
4 appropriately calculated and would result in
5 just and reasonable rates, and whether the
6 transfer will result in safe and reliable
7 service, and the appropriateness of the
8 proposed recovery mechanism, amongst other
9 things. Thank you.

10 CHAIRWOMAN MARTIN: Okay. Thank
11 you, Mr. Buckley.

12 All right. Is there anything else
13 we need to cover before the tech session?

14 MR. MCHUGH: Yes, Chairwoman
15 Martin. This is Attorney Patrick McHugh. I
16 do have a couple comments I'd like to make,
17 though, in response to Attorney Geiger's
18 claims regarding what happened in Vermont.

19 CHAIRWOMAN MARTIN: Okay. Briefly,
20 Mr. McHugh, go ahead.

21 MR. MCHUGH: First, I don't
22 understand the reference to the "book value"
23 and the assertion that Green Mountain Power
24 made some kind of promise to that effect. I

1 was counsel for the company in those
2 proceedings, and I negotiated that
3 transaction with Green Mountain Power -- or I
4 was certainly part of that negotiating team.
5 I don't have any recollection of Green
6 Mountain Power ever making that promise. But
7 that said, I can also tell you Green Mountain
8 Power has no idea to this day what
9 Consolidated's book value was for the poles.
10 That's confidential financial information
11 that we didn't disclose in Vermont to Green
12 Mountain Power, or anybody. So I'm not sure
13 where that came from. But it could be my
14 memory is faulty.

15 Also, in terms of the alleged
16 issues that arose after the sale of the Green
17 Mountain Power transaction, there were
18 certainly questions about pole attachment
19 bills that came up from both Charter and
20 Comcast. And Attorney Sarah Davis, who will
21 be part of the technical session, worked
22 directly with members of Charter and Comcast
23 and addressed those issues, and everything
24 got resolved satisfactorily.

1 because, again, I'm not totally familiar with
2 that docket.

3 CHAIRWOMAN MARTIN: Okay. Thank
4 you.

5 Anything else we need to cover
6 before the technical session?

7 [No verbal response]

8 CHAIRWOMAN MARTIN: All right.
9 Then we will let you get to that. And this
10 hearing is adjourned. Thank you, everyone.
11 Have a good day.

12 (Hearing concluded at 10:56 a.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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