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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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Susan J. Robidas, LCR/RPR  
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