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STATE OF NEW HAMPSHIRE

PUBLIC UTILITIES COMMISSION

September 20, 2023 - 9:03 a.m.
21 South Fruit Street
Suite 10
Concord, NH

RE: **DE 23-004**
PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE d/b/a EVERSOURCE ENERGY:
Proposed Purchase of Receivables Program.

PRESENT: Eric J. Wind, Esq.
(Presiding as Hearings Examiner)

Doreen Borden, Clerk

APPEARANCES: **Reptg. Public Service Company of New Hampshire d/b/a Eversource Energy:**
David K. Wiesner, Esq.

Reptg. Community Power Coalition of New Hampshire:
Clifton C. Below, Chair/CPCNH

Reptg. NRG Retail Companies:
Joey Lee Miranda, Esq. *(Robinson & Cole)*

Reptg. New Hampshire Dept. of Energy:
Alexandra K. Ladwig, Esq.
Elizabeth Nixon, Dir./Electric Group
Amanda Noonan, Dir./Consumer Services
Scott Balise, Electric Group
(Regulatory Support Division)

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

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I N D E X

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 AMANDA O. NOONAN
 CLIFTON C. BELOW**

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EXHIBIT NO.	D E S C R I P T I O N	PAGE NO.
1	Pre-filed Testimony and Supporting Attachments of Brendan J. O'Brien (01-20-2023)	<i>premarked</i>
2	New Hampshire Dept. of Energy Technical Statement of Amanda Noonan, Elizabeth Nixon, and Scott Balise, with supporting Attachments (06-16-2023)	<i>premarked</i>
3	NRG Retail Companies' Comments and supporting Attachments (06-16-2023)	<i>premarked</i>
4	Community Power Coalition of New Hampshire Testimony of Clifton Below and supporting Attachments (06-16-2023)	<i>premarked</i>
5	Settlement Agreement and Attachments (09-13-2023)	<i>premarked</i>

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P R O C E E D I N G

HEARINGS EXAMINER WIND: All right.

Good morning, everybody. We are here in Docket Number DE 23-004, Eversource Energy's Proposed Purchase of Receivables Program. The applicable statute is RSA 53-E:9, which sets forth the parameters for what the Purchase of Receivables Program shall include.

This hearing is a hearing on the Settlement Agreement that was reached between the Parties.

My name is Eric Wind. I am an Advisor at the Commission. And I will be serving as Examiner for today's hearing. This is based on a September 1, 2023 Commission order, where the members of the Commission assigned me to serve as Examiner, report the facts, and draft a recommended order.

Let's begin by taking appearances, starting with Eversource.

MR. WIESNER: Good morning, Mr. Examiner. David Wiesner, representing Public Service Company of New Hampshire, doing business as Eversource Energy. And with me is our

{DE 23-004} {09-20-23}

1 witness, Brendan O'Brien.

2 HEARINGS EXAMINER WIND: Good morning.

3 Department of Energy?

4 MS. LADWIG: Good morning. Alexandra
5 Ladwig, on behalf of the Department of Energy.

6 And, then, with me today, also from the

7 Department, I have Amanda Noonan, who is our

8 Director of the Consumer Division; Liz Nixon, who

9 is the Electric Director; and then Scott Balise,

10 who is the Utility Analyst working on this

11 docket.

12 HEARINGS EXAMINER WIND: Good morning.

13 Thank you. NRG Retail Companies?

14 MS. MIRANDA: Good morning. Joey Lee

15 Miranda, from Robinson & Cole, on behalf of the

16 NRG Retail Companies.

17 HEARINGS EXAMINER WIND: And the

18 Community Power Coalition of New Hampshire?

19 MR. BELOW: Good morning, Examiner

20 Wind. Clifton Below, here on behalf of Community

21 Power Coalition of New Hampshire.

22 HEARINGS EXAMINER WIND: All right.

23 First, I'll turn to the Parties to

24 discuss the preliminary matters in this hearing,

{DE 23-004} {09-20-23}

1 including how the Parties wish to proceed to
2 present this Settlement Agreement. Do you have a
3 plan for how you want to present the witnesses
4 and the Agreement?

5 MR. WIESNER: I believe we've agreed
6 that there will be a panel of three witnesses
7 that will address the Settlement; one from the
8 Company, one from the Department, and Mr. Below,
9 representing the Coalition.

10 HEARINGS EXAMINER WIND: Okay. That
11 sounds acceptable to me.

12 I have before me premarked and prefiled
13 five exhibits.

14 Are there any other preliminary matters
15 that the Parties want to raise before we hear
16 testimony?

17 *[No verbal response.]*

18 HEARINGS EXAMINER WIND: Okay. If the
19 witnesses will please come up to the stand?

20 All right. And, Mr. Patnaude, would
21 you please swear in the three witnesses.

22 *(Whereupon **BRENDAN O'BRIEN,***
23 ***AMANDA O. NOONAN,** and **CLIFTON C. BELOW***
24 *were duly sworn by the Court Reporter.)*

[WITNESS PANEL: O'Brien|Noonan|Below]

1 HEARINGS EXAMINER WIND: Okay. Let's
2 begin with Eversource.

3 MR. WIESNER: Thank you, Mr. Examiner.
4 I'll turn to Mr. O'Brien.

5 **BRENDAN O'BRIEN, SWORN**

6 **DIRECT EXAMINATION**

7 BY MR. WIESNER:

8 Q And ask you, Mr. O'Brien, for the record, would
9 you please state your name and the title of your
10 role at Eversource?

11 A (O'Brien) My name is Brendan O'Brien. And I am
12 the Director of Revenue and Regulatory Accounting
13 at Eversource Energy.

14 Q What are your responsibilities in that role for
15 the Company?

16 A (O'Brien) In my role, I'm responsible for all
17 accounting and financial reporting related
18 matters as it pertains to revenue, accounts
19 receivable, and regulatory accounting items. And
20 that is for all the electric distribution,
21 electric transmission, and natural gas
22 distribution companies in the Eversource Energy
23 service territory, which includes Public Service
24 Company of New Hampshire.

[WITNESS PANEL: O'Brien|Noonan|Below]

1 Q And have you testified before this Commission
2 previously?

3 A (O'Brien) I have not testified in front of this
4 Commission previously. However, I have submitted
5 written testimony historically to the
6 Massachusetts Department of Public Utilities.

7 Q Did you file testimony and supporting attachments
8 as part of the Company's filing on January 10th,
9 which had been marked as "Exhibit 1" for purposes
10 of this hearing?

11 A (O'Brien) Yes, I did.

12 Q And was that testimony and supporting materials
13 prepared by you or at your direction?

14 A (O'Brien) Yes, they were.

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

17 A (O'Brien) No, I do not, except to note that there
18 were certain features of the original POR
19 testimony submitted that have been modified based
20 on the agreed-upon Settlement terms.

21 Q And, with that caveat, do you adopt your
22 testimony today, as it was written and filed, for
23 the purposes of this hearing?

24 A (O'Brien) Yes, I do.

[WITNESS PANEL: O'Brien|Noonan|Below]

1 Q Are you familiar with the terms and conditions of
2 the Settlement Agreement, and the two attachments
3 to that Agreement, that were filed on September
4 13th, and marked for identification as
5 "Exhibit 5"?

6 A (O'Brien) Yes, I am.

7 Q And would you please provide a brief summary of
8 the key terms of the Settlement, and the
9 provisions it makes for the Company's
10 implementation of a Purchase of Receivables
11 Program next year?

12 A (O'Brien) Sure. So, the Settlement Agreement
13 sets forth the key parameters of the Purchase of
14 Receivables Program to be implemented in New
15 Hampshire. Under the Company's POR Program, both
16 competitive suppliers and community power
17 aggregators using the Consolidated Billing
18 Service will sell their receivables to the
19 Company, which will be net of an applicable
20 discount rate percentage. The Company has agreed
21 to have two separate discount rate percentages;
22 one for the Residential customer classification
23 and one for the non-Residential customer
24 classification. The percentage rates will be

[WITNESS PANEL: O'Brien|Noonan|Below]

1 determined based on net write-offs and other
2 factors for each individual customer
3 classification.

4 The Company has also agreed to purchase
5 a supplier's existing receivables shortly after
6 the implementation of the POR Program, at the
7 applicable discount rates calculated.

8 Incremental capital costs to modify the
9 billing systems and make necessary upgrades to
10 both the C2 and the New Hampshire Large Power
11 Billing systems will be tracked and allocated
12 using cost causation principles. The total costs
13 of the billing upgrades are expected to be
14 approximately \$1.9 million, and that will be
15 subject to a full revenue requirement
16 calculation, which will be amortized over a
17 five-year period. That five-year period has been
18 updated in the Settlement from our original
19 proposal, which was a three-year period.

20 The entire costs of the Company's
21 system upgrades will be specifically allocated to
22 the customer class -- the non-Residential
23 Customer classification for the Large Power
24 Billing system, as no Residential customers are

[WITNESS PANEL: O'Brien|Noonan|Below]

1 billed through that application. However, the C2
2 billing application will be allocated amongst
3 both the Residential and non-Residential Customer
4 classifications, and that allocation will be
5 based on total supplier billed sales usage, or
6 kilowatt-hours, each year.

7 The Company currently estimates that we
8 will not have any additional incremental
9 administrative costs due to operating the
10 Purchase of Receivable Program. However, we will
11 track any potential future costs. And, if they
12 are identified, they will be included in the
13 Administrative Cost Percentage component of the
14 discount rate calculation.

15 The actual costs and write-offs will be
16 trued up via a reconciliation mechanism each
17 year. That Past Period Reconciliation Percentage
18 will be incorporated into the following year's
19 discount rate calculation, and that will be
20 similar to other reconciling mechanisms that we
21 have before this Commission.

22 The Past Period Reconciliation
23 Percentage will be designed to track write-offs,
24 supplier billings, and cost recovery, with the

[WITNESS PANEL: O'Brien|Noonan|Below]

1 goal of reflecting changes in the Residential and
2 non-Residential categories, while ensuring that
3 the Company will recover all of its POR
4 implementation-related costs over the five-year
5 period identified in the Settlement.

6 In effect, the POR is intended to be
7 self-constrained, with no costs being passed on
8 to any Eversource customers. The DPR calculation
9 and annual reconciliation will act as the
10 utility's cost recovery mechanism, and none of
11 the POR-related costs will be included in the
12 Company's rate base.

13 The Program is planned to begin on
14 May 1st of 2024. However, that may be deferred,
15 if system modifications cannot be completed prior
16 to that date.

17 The Settlement does also identify that
18 there will be a Phase II of this proceeding, to
19 finalize certain details involving new tariff and
20 supplier contract language to support the
21 Program. This updated language must be in place
22 prior to the implementation of Purchase of
23 Receivables.

24 Q Thank you for that summary, Mr. O'Brien. I'll

[WITNESS PANEL: O'Brien|Noonan|Below]

1 now ask you whether, in your opinion, the terms
2 and conditions of the Settlement Agreement, and
3 the Purchase of Receivables Program
4 implementation it provides for, are just and
5 reasonable?

6 A (O'Brien) Yes, they are. And we strongly support
7 the approval of the Settlement.

8 Q And I'll just ask you one final question, which
9 is, in particular, in your opinion, is it
10 appropriate and does it meet the public good to
11 extend the POR Program to cover competitive
12 suppliers, as well as Community Power
13 Aggregations?

14 A (O'Brien) Yes, it does.

15 MR. WIESNER: Thank you. I have no
16 further questions on direct for Mr. O'Brien.

17 HEARINGS EXAMINER WIND: Okay. Thank
18 you. Attorney Ladwig, would you like to swear
19 in your -- or, qualify your witness?

20 MS. LADWIG: Sorry, could you say that
21 again?

22 HEARINGS EXAMINER WIND: Sorry. The
23 witness is already sworn. Would you please
24 qualify your witness?

[WITNESS PANEL: O'Brien|Noonan|Below]

1 MS. LADWIG: Of course. So, I'm going
2 to have all three of the witnesses introduce
3 themselves, but, Ms. Noonan, you can probably
4 answer on behalf of all three of you, if that
5 works?

6 **AMANDA O. NOONAN, SWORN**

7 **DIRECT EXAMINATION**

8 BY MS. LADWIG:

9 Q So, Ms. Noonan, Ms. Nixon and Mr. Balise, can you
10 introduce yourself?

11 *[Court reporter interruption to note*
12 *that Ms. Nixon and Mr. Balise have not*
13 *yet been sworn in.]*

14 MS. LADWIG: Okay. Sorry. This is a
15 little different than it was yesterday. So, I
16 wanted to clarify, but apologies.

17 BY MS. LADWIG:

18 Q Going back, Ms. Noonan, could you please
19 introduce yourself and your role with the
20 Department?

21 A (Noonan) Certainly. Good morning. My name is
22 Amanda Noonan. I'm the Director of Consumer
23 Services Division at the New Hampshire Department
24 of Energy.

[WITNESS PANEL: O'Brien|Noonan|Below]

1 Q Thank you. And were you involved in the
2 settlement negotiations and the drafting of the
3 Settlement in this docket?

4 A (Noonan) Yes, I was.

5 Q And did you prepare a technical statement in this
6 docket that's marked as "Exhibit 2"?

7 A (Noonan) Yes.

8 Q And do you have any changes or modifications to
9 that technical statement?

10 A (Noonan) No, I do not.

11 Q And do you adopt that technical statement as your
12 testimony today?

13 A (Noonan) Yes, I do.

14 MS. LADWIG: Okay. That's all I have
15 for our witness.

16 HEARINGS EXAMINER WIND: So, you have
17 no preliminary questions or --

18 MS. LADWIG: I don't believe we have
19 any preliminary questions.

20 HEARINGS EXAMINER WIND: Okay. Thank
21 you. Attorney Wiesner, are you going to qualify?

22 MR. WIESNER: I will introduce Mr.
23 Below, as he does not have an attorney here, and
24 the Coalition is not represented in this matter,

[WITNESS PANEL: O'Brien|Noonan|Below]

1 to my knowledge. And I have agreed to perform
2 that introductory role. Even though, for the
3 record, do not represent the Coalition or Mr.
4 Below.

5 HEARINGS EXAMINER WIND: So noted.

6 **CLIFTON C. BELOW, SWORN**

7 **DIRECT EXAMINATION**

8 BY MR. WIESNER:

9 Q So, with that well-known disclaimer, Mr. Below,
10 would you please state your name and your title
11 with the Community Power Coalition of New
12 Hampshire?

13 A (Below) Yes. I am Clifton C. Below. And I am
14 the Chair of the Coalition.

15 Q And could you briefly describe your
16 responsibilities in the role of Chair of the
17 Coalition?

18 A (Below) Well, the general responsibility is to
19 oversee the management and operation of the
20 Coalition, as well as to chair the Board of
21 Directors of the Coalition. And, specifically, I
22 was authorized by the Board to represent the
23 Coalition in this matter, both as advocate and
24 expert witness.

[WITNESS PANEL: O'Brien|Noonan|Below]

1 Q And you have testified before this Commission
2 previously?

3 A (Below) Yes.

4 Q And did you file testimony and corresponding
5 attachments on behalf of the Coalition on
6 June 16th, which have been marked for
7 identification as "Exhibit 4"?

8 A (Below) Yes.

9 Q And do you have any changes -- well, excuse me.
10 Was that testimony and supporting materials
11 prepared by you or at your direction?

12 A (Below) Yes. It was prepared by me.

13 Q And do you have any changes or updates or
14 corrections to make to that testimony at this
15 time?

16 A (Below) Only that I seem to have a problem with
17 labeling. And, in the upper left corner of all
18 the pages after Page 1, I identified the docket
19 number incorrectly, and did so in both the
20 attachments and the testimony in different ways.
21 But that's the only correction. Just the -- the
22 correct docket number is in the upper right with
23 the "Exhibit 4" number.

24 Q And, with that clarification, do you adopt your

[WITNESS PANEL: O'Brien|Noonan|Below]

1 testimony as your sworn testimony for purposes of
2 the hearing this morning?

3 A (Below) Yes, I do.

4 Q And you're also familiar with the Settlement
5 Agreement that's been marked for identification
6 as "Exhibit 5"?

7 A (Below) Yes.

8 Q And would you just confirm for the record that
9 the Coalition is supportive of the Settlement
10 terms as agreed to?

11 A (Below) Yes. We're in full support of the
12 Settlement, and believe it is for the public
13 good.

14 MR. WIESNER: Thank you. No further
15 questions, Mr. Examiner.

16 HEARINGS EXAMINER WIND: Thank you.
17 And, before we move to any Bench questions, is
18 there any clarifying cross or friendly cross from
19 any of the Parties here?

20 MS. LADWIG: Nothing from the
21 Department.

22 HEARINGS EXAMINER WIND: Attorney
23 Miranda?

24 MS. MIRANDA: Nothing from the NRG

[WITNESS PANEL: O'Brien|Noonan|Below]

1 Retail Companies.

2 MR. WIESNER: And nothing for the
3 Company.

4 HEARINGS EXAMINER WIND: Thank you.
5 Give me just one moment to situate myself. But
6 thank you for the thorough introduction to the
7 Settlement, Mr. O'Brien. One moment please.

8 *[Short pause.]*

9 BY HEARINGS EXAMINER WIND:

10 Q So, starting with Mr. O'Brien, and Page 2 of the
11 Settlement Agreement, in Paragraph A, the
12 Settlement Agreement states that CEPSS and
13 Community Power Aggregators "shall automatically
14 be enrolled". And I believe your testimony
15 earlier today was that they "will participate in
16 the Purchase of Receivables if they are on
17 consolidated billing." Can you just make clear
18 that there is no option to not participate in the
19 Purchase of Receivables Program if they -- either
20 of those entities elects consolidated billing?

21 A (O'Brien) Correct. Yes. If the consolidated
22 billing is elected, it would be included in the
23 Purchase of Receivables Program.

24 Q Thank you. And the other, Mr. Below and Ms.

[WITNESS PANEL: O'Brien|Noonan|Below]

1 Noonan, you agree with that?

2 A (Below) Yes, I do.

3 A (Noonan) Yes.

4 Q Okay. At this point, I am turning to Bates
5 Page 011, which is the "Sample Calculation". Can
6 you just walk me through this sheet, so I
7 understand the mechanics of it, Mr. O'Brien?

8 A (O'Brien) Sure. So, starting at the top, the
9 actual discount rate for the Uncollectible
10 Percentage is calculated using total net
11 write-offs in an individual annual period, which
12 will be divided by total customer revenue, to
13 establish an Uncollectible Percentage.

14 And, just to provide clarity, the
15 Company, in the first year of implementation,
16 will do that on both total net write-offs and
17 total customer revenues. And going forward, upon
18 implementing the POR Program, that will be done
19 just on supplier-related net write-offs and
20 supplier-related revenues.

21 And, then, moving down, the second
22 section, it is administrative costs. And, as
23 mentioned, we do not anticipate any
24 administrative costs to be included in the

[WITNESS PANEL: O'Brien|Noonan|Below]

1 discount rate. However, we did include that as a
2 line item, in case any future costs are
3 identified in future periods.

4 The next section, the amortized
5 incremental capital expense, this section
6 summarizes the total estimated revenue
7 requirement using the estimated \$1.9 million
8 estimate for the implication costs, for both the
9 C2 billing system and the Large Power Billing
10 system. We estimated the allocation of that to
11 break down between both billing systems, to
12 ensure that we can have the discount rate reflect
13 cost causation principles. And the C2 billing
14 costs -- or, the estimated C2 costs, which is
15 approximately 53 percent of the total, is
16 allocated using the percentage of "Supplier
17 Billed kilowatt-hours", which is at the bottom of
18 the calculation, to split that between the
19 Residential and non-Residential Customer
20 classifications. And, then, the LPB costs, which
21 is estimated to be approximately 47 percent of
22 the total, is allocated individually to the
23 non-Residential classification. And both of
24 those will be amortized over a five-year period.

[WITNESS PANEL: O'Brien|Noonan|Below]

1 And, at the bottom, we summarize the total costs,
2 and divide that over total supplier billings.

3 And, again, that balance is estimated to be
4 allocated for illustrative purposes to come up
5 with the amortized incremental capital expense.

6 And, given this is the first year of
7 application, we do not have any Past Period
8 Reconciliation Percentage updates. But, going
9 forward, that reconciliation mechanism we
10 described would be included in there. And that
11 would total the total discount rate. So, in our
12 estimate, for illustrative purposes, the discount
13 rate calculated for Residential would be
14 approximately 91 basis points, and the percentage
15 for non-Residential would be approximately 45
16 basis points, or 46 basis points, with rounding.

17 Q Okay. Thank you. Diving into the costs, which
18 you mentioned were based on an original \$1.9
19 million estimate, and I believe you said
20 "estimate" a number of times. Just to -- can you
21 walk me through what all that \$1.9 million
22 includes, doesn't include, as far as
23 contractor/Eversource staff time, and just the
24 process that was used to come up with that

[WITNESS PANEL: O'Brien|Noonan|Below]

1 figure?

2 A (O'Brien) Sure. So, the \$1.9 million represents
3 the necessary upgrades to both of the Eversource
4 billing systems. So, Eversource has two billing
5 applications which are used to support the Public
6 Service Company of New Hampshire customers, and
7 that is the C2 billing system, which includes
8 residential and non-residential related
9 customers, and the Large Power Billing system,
10 which includes, namely, non-residential
11 customers.

12 And, so, in the estimate process, our
13 IT Department goes out and establishes an
14 estimate using a third party to provide an
15 estimated cost. And that goes through a typical
16 process where they estimate, and include
17 contingencies, *et cetera*. And that is, once that
18 was established for both of the separate billing
19 systems together in one estimate. And, as I
20 mentioned, the allocation percentage is estimated
21 to be that 53 and 47 percent.

22 One of the other items that contributes
23 to that cost feature is the fact that both of
24 these billing systems are totally independent and

[WITNESS PANEL: O'Brien|Noonan|Below]

1 separated, and there really is no ability to
2 leverage implementation-related work from one
3 billing system to another. In particular, the
4 Large Power Billing system is aged, and is a
5 mainframe system that requires a specific set of
6 skills to code that system to incorporate the
7 Purchase of Receivable Program.

8 Q Thank you. And with specific -- with respect to
9 that specific older system, I believe that, in
10 one of the parties' testimonies, it was described
11 as a "sole-source contract" to work on that
12 system. Does the Company agree with that
13 characterization?

14 A (O'Brien) When you say "sole-source" --

15 Q Well, I guess --

16 A (O'Brien) That may just be an IT term. I'm not
17 familiar with that.

18 Q Sure. The prior question was asking about the
19 process used to derive that \$1.9 million
20 estimate. So, asking the question differently,
21 what -- for the contractors, were those
22 competitive bids? Was there a bidding process
23 used to evaluate that work?

24 A (O'Brien) I believe it was an individual third

[WITNESS PANEL: O'Brien|Noonan|Below]

1 party, which has been used historically by the
2 Company to perform that related IT services for
3 both the billing systems, to my knowledge.

4 Q So, to your knowledge, you're using a known
5 contractor to Eversource, and --

6 A *[Witness O'Brien indicating in the affirmative].*

7 Q Okay.

8 A (O'Brien) Yes. That has familiarity and
9 experience with both the billing systems. And,
10 more specifically, the LPB system, as I
11 mentioned, given some of its age, and the
12 mainframe database that it relates to, I think it
13 requires maybe some more customized skills from
14 an implementation perspective.

15 Q Okay. Thank you. At this point, I'll turn to
16 Mr. Below and Ms. Noonan.

17 What process did you go through to
18 evaluate the \$1.9 million estimate? And I'll
19 start with that. And either or both can answer.

20 A (Noonan) So, I think it's challenging for the
21 Department to evaluate the work that Eversource
22 needs to have done on its system. So, we
23 reviewed the estimates that were provided by the
24 Company, talked about, similar to your questions,

[WITNESS PANEL: O'Brien|Noonan|Below]

1 about "Why not an RFP? Why a sole-source? Why
2 did it make sense to have this particular vendor
3 do the work?" And were there -- impressed on the
4 Company to explore ways to perhaps reduce those
5 costs.

6 A (Below) And, likewise, we reviewed all the
7 information that was available, some of which was
8 shared under an NDA, because it had a lot more
9 detail about the IT proposal. And I think there
10 were -- there were both questions and discovery,
11 and in settlement discussions, where Eversource
12 brought additional staff to bear, that could
13 explain in greater detail why it costs so much,
14 essentially.

15 And, I think, in the end, we thought
16 that it was, I guess, reasonable as -- you'd have
17 to conclude that what they were proposing to do
18 was reasonable, if, seemingly somewhat expensive,
19 due to the fact that it is -- they are older
20 systems.

21 But it also became apparent that the
22 timeframe in which a new upgraded system might,
23 you know, be in place is still not defined. It's
24 somewhere out in the future for Eversource. But

[WITNESS PANEL: O'Brien|Noonan|Below]

1 I think our consideration is it wasn't worth the
2 wait for a newer system. And, in fact, the type
3 of newer system was -- that they have talked
4 about is SAP, which is what Liberty has. And it
5 turns out, Liberty, to modify that system, you
6 know, had a significant cost, albeit
7 significantly less than these costs.

8 But, I think, in the end, we just
9 concluded that this was -- appeared to be the
10 best path forward.

11 Q And, certainly, that they were necessary costs --

12 A (Below) Yes.

13 Q -- to implement the Purchase of Receivables
14 Program?

15 A (Below) Yes. They did look -- our evaluation was
16 that they were necessary costs to implement POR.

17 Q And, Director Noonan, do you agree with that?

18 A (Noonan) Yes. In looking at the work that was
19 needed to be done, it did appear to us that it
20 was necessary in order to implement the Purchase
21 of Receivables Program.

22 Q Okay. Thank you.

23 A (Below) I might add that, in looking at that,
24 those costs are amortized over five years,

[WITNESS PANEL: O'Brien|Noonan|Below]

1 considering the existing amount of load and
2 potential growth in load that would be using
3 consolidated billing, it still, you know, it
4 works out to be a reasonable number, relative to
5 the amount of load that could be served by POR.
6 And it's entirely acceptable to us, and our
7 vendor partners, Calpine Energy Solutions, that
8 we also reviewed it all with them. And it still
9 appears to be a significantly lower discount rate
10 than exists in other -- some other jurisdictions.

11 Q Turning back to the Settlement Agreement, at
12 Bates Page 003, the Section C. Mr. O'Brien,
13 initially, did the Company propose to do two
14 different customer classifications?

15 A (O'Brien) We did not. Originally, the Company
16 had proposed one discount rate factor. And,
17 through discovery and settlement, and discussions
18 with the other utilities as well, we determined
19 we had the ability and were willing to separate
20 that into both a Residential and non-Residential
21 Customer classification.

22 Q Okay. I don't think I have any follow-up
23 questions on the mechanics of discovering that
24 the Company had that ability.

[WITNESS PANEL: O'Brien|Noonan|Below]

1 But, Mr. Below and Director Noonan, do
2 you -- were you comfortable with the process that
3 Eversource was able to use to separate the
4 customer classifications?

5 A (Noonan) As part of the Department's technical
6 statement, that was our recommendation. That the
7 Program, as proposed, be approved, provided there
8 were two distinct discount percentage rates, one
9 for Residential/one for non-Residential.

10 And, as Mr. O'Brien alluded to during
11 conversations with the Department, CPCNH, NRG,
12 and the other utilities, we all came to a way
13 that everyone was comfortable with to determine
14 those two different discount percentage rates
15 from the start of the Program, rather than after
16 the first year, when data could have been
17 collected.

18 A (Below) And I concur with those comments.

19 Q On the same Bates page, Bates Page 003, turning
20 to Section D. I don't think I'm going out on a
21 limb to say that several technical sessions were
22 held between the three electric distribution
23 utilities, with the intent to have a common
24 application of the Purchase of Receivables

[WITNESS PANEL: O'Brien|Noonan|Below]

1 Programs, and common terms and conditions. And
2 my understanding is that the other two electric
3 distribution utilities conformed how they were
4 going to calculate payment dates to how
5 Eversource initially proposed, is that generally
6 correct?

7 A (O'Brien) I believe so. I think the -- to your
8 point, there was multiple discussions, including
9 the utilities, so the proposals could be as
10 uniform as possible. Obviously, bearing in mind
11 there are differences amongst the utilities that
12 don't make that entirely possible to have an
13 entirely uniform approach.

14 But, yes, I agree with the statement
15 you made.

16 Q Is there any additional detail you can give on
17 Eversource's methodology in calculating, figuring
18 out when payment dates are going to occur, and
19 just the methodology for the proposal?

20 A (O'Brien) Sure. So, the Company each year, in
21 the Energy Service docket, will complete a
22 calculation, which calculates the total average
23 revenue or payment lag. And that calculation was
24 what the Company intended to use as a baseline to

[WITNESS PANEL: O'Brien|Noonan|Below]

1 develop that calculation, to establish the
2 payment terms for each, the initial term, and
3 then the years going forward, it would be
4 consistently updated on an annual basis to
5 reestablish that payment period in each new
6 docket that's filed to operate the POR Program.

7 Q So, understanding the mechanics of this, when you
8 file to update the Purchase of Receivables
9 Program, you're going to reference the most
10 recent Energy Service docket?

11 A (O'Brien) We could include it in there. It will
12 be similar related documentation, in terms of the
13 constructs of the calculation. But that was the
14 underlying baseline that the Company was planning
15 to use to calculate that period to establish the
16 payment terms for the operation of the Program.

17 Q Okay. Thank you. And my understanding is
18 that -- when is the filing of the Purchase of
19 Receivables update made each year?

20 A (O'Brien) So, I believe, for the initial period,
21 our plan was to have it implemented May 1st, as I
22 mentioned, if the billing systems' modifications
23 are prepared and we accommodate that date. If
24 not, there may be some delay to just make sure

[WITNESS PANEL: O'Brien|Noonan|Below]

1 that the billing systems are ready.

2 Going forward, I believe that date was
3 March 1st, to have that all submitted, for a
4 May 1st implementation date each year.

5 Q Thank you. And would that be a stand-alone
6 filing or will it be made in conjunction with any
7 other filings?

8 A (O'Brien) I believe that will be a stand-alone
9 filing. But I'm not sure if that was
10 individually discussed. But I think it would be
11 planned that it would be its own individual
12 filing to update the POR Program each year.

13 Q Okay. Thank you. Okay. Turning to future
14 processes in this docket, I understand,
15 essentially, that the Parties' recommendation in
16 the Settlement calls for the docket to continue
17 to consider tariff changes and
18 changes/modifications to the supplier agreements.

19 I believe I heard you say that, in your
20 testimony earlier, that that would be in this
21 docket. Is that consistent with your
22 understanding?

23 A (O'Brien) Yes. That was the Company's plan, to
24 move it forward in this docket.

[WITNESS PANEL: O'Brien|Noonan|Below]

1 Q And, between a consolidated docket between all
2 electric distribution utilities and continuing in
3 an individual docket, does the Company have a
4 preference?

5 A (O'Brien) The Company's plan was to continue this
6 in the individual docket that this Settlement
7 Agreement has been proposed in. And the reason
8 for separating the two was to really ensure that,
9 upon an approval of the Settlement, that the
10 Company could start its process to upgrade the
11 billing systems. As mentioned in the Settlement,
12 and I believe I mentioned in the opening, it's
13 approximately an eight-month implementation
14 period. So, the purpose of separating those two
15 was to ensure the Company could begin upgrading
16 the billing systems to prepare them for
17 implementation. And that secondary phase of this
18 docket would be started upon approval of the
19 Settlement, and expected to, obviously, be
20 completed before the implementation date of the
21 Purchase of Receivable Program.

22 Q Okay. Thank you. And does the Company have an
23 opinion whether the second phase of the docket
24 would need to be noticed separately or receive

[WITNESS PANEL: O'Brien|Noonan|Below]

1 some kind of supplemental notice?

2 A (O'Brien) I believe the Company's position was
3 that that would be included again within this
4 individual docket and not noticed separately.

5 Q Okay. Mr. Below, would you care to address those
6 last two questions?

7 A (Below) Sure. On Page 5 of the Settlement
8 Agreement, the Parties agreed that the terms and
9 conditions and the supplier agreement required to
10 be amended in order to implement the POR Program,
11 including how the tariff and supplier agreement
12 apply to CPAs, shall be the subject of a
13 subsequent phase of this proceeding.

14 So, I believe that, in this particular
15 Settlement, we all agreed that it should be a
16 subsequent phase to this proceeding, rather than
17 a consolidated proceeding, which was a little
18 different than what we were discussing yesterday.

19 Upon further reflection to my comments
20 yesterday, I think that, because we specifically
21 agreed to pursue it in this proceeding, as
22 opposed to a noticed new proceeding, I think it
23 makes sense to proceed on that basis in all three
24 cases.

[WITNESS PANEL: O'Brien|Noonan|Below]

1 Although, I think there is a desire on
2 the part of both CEPSSs, CEPSSs serving CPAs, and
3 CPAs, as well as probably the utilities, to try
4 to make these changes to the supplier agreement
5 and terms and conditions as consistent as is
6 reasonably possible, recognizing that there are
7 some inherent differences in the tariffs that
8 would be not be uniform across the three, in
9 terms of how they applied the POR Program and how
10 they would apply to CPAs. So, with a longer
11 timeframe in this case, you know, I think it
12 makes sense to allow this to occur in this
13 proceeding.

14 We do believe that it would be
15 advisable to do a new notice, and that the notice
16 be somewhat broad, as we discussed yesterday, to
17 address both how POR gets incorporated into the
18 tariff/supplier agreement, and how the tariff and
19 supplier agreement apply to CPAs, and which would
20 include CEPSSs when they're serving the CPAs.
21 Because, as you know, there are significantly
22 different provisions in the 2000 rules versus the
23 2200 rules. And the current terms and conditions
24 and supplier agreements only reflect the 2000

[WITNESS PANEL: O'Brien|Noonan|Below]

1 rules.

2 So, in order to be efficient with our
3 time, since we need to address, you know, more
4 broadly how the tariff and supplier agreement
5 apply to CPAs, but don't want to open it up for a
6 review of all the terms and conditions and
7 supplier terms that other Competitive Electric
8 Power Suppliers, CEPSSs, might be interested in
9 other changes, to not have it that broad, to
10 limit it to those two areas: How to incorporate
11 the POR Program and how this incorporate CPAs.

12 In all three utility proposals, where
13 we started discussing how to change these,
14 it's -- all of them presumptively addressed all
15 the issues of how CPAs or CEPSSs supplying -- when
16 they serve CPAs, how the rules apply -- not the
17 rules, but how the tariff and supplier agreements
18 apply to them.

19 So, in order to avoid a potential
20 challenge by other parties that there wasn't
21 proper notice, I believe that that would be the
22 most advisable path. If there's a way to, you
23 know, if we get bogged down, there may be a way
24 to do this where it's just focusing on

[WITNESS PANEL: O'Brien|Noonan|Below]

1 implementing POR, so it doesn't hold that up.
2 But, if we can achieve a more universal
3 resolution of these issues, so much the better.
4 And we think it's worth trying to make that
5 effort in this subsequent phase, so that we sort
6 of resolve all the implications that are
7 triggered when you try to bring CPAs into those
8 two documents.

9 Q Okay. Thank you. Director Noonan, do you have
10 anything to add?

11 A (Noonan) Well, so, I would defer to Attorney
12 Ladwig as to the legal need for a supplemental
13 notice. But I would echo the comments that, to
14 the extent that there is a supplemental notice,
15 that it be narrowly focused on the changes that
16 need to be made to implement a Purchase of
17 Receivables Program for Competitive Electric
18 Power Suppliers and Community Power Aggregators,
19 and to address the unique circumstances around
20 Community Power Aggregation within the tariffs
21 and the Trading Partner Agreements.

22 Q Thank you. Briefly turning back to costs and the
23 \$1.9 million estimate. I think we've clearly
24 established that that's an estimate. So, a

[WITNESS PANEL: O'Brien|Noonan|Below]

1 question to all three witnesses.

2 Will the Parties and the Commission
3 have an opportunity to review those costs as they
4 are actually implemented?

5 A (O'Brien) I believe the Company, in order to
6 implement the actual Purchase of Receivables
7 Program, will update our calculation that we
8 discussed, going through each of the individual
9 components. And we'll use for the discount rate
10 at the top the most recent completed fiscal year,
11 and included in there will be the final costs and
12 revenue requirement calculation to be applied
13 going forward.

14 A (Below) And I think that, ideally, when we've
15 come to agreement on the terms and conditions and
16 supplier agreement, that that would need to come
17 back to the Commission for approval. And that
18 would be an appropriate time, if the time allows,
19 to also establish the first discount rate,
20 although that might occur, you know, possibly
21 later, because the cost, you know, the
22 development of the software may not be completed
23 by the time we resolve those documents.

24 But I do think, in any case, the

[WITNESS PANEL: O'Brien|Noonan|Below]

1 initial discount rate would need to be approved
2 by the Commission. And it would -- and whether
3 that's done in conjunction with approving the
4 supplier agreement and tariff changes, or occur
5 subsequent to that, when the costs are pretty
6 well known, and the Program is ready, from a
7 technical point of view, to be implemented, that
8 there should be a filing. And, if there's
9 questions about prudence of costs, that's where
10 they could be addressed.

11 A (Noonan) Yes. I would agree with Mr. Below's
12 comment, that the initial filing for the Discount
13 Percentage Rate would provide the Commission and
14 the Parties an opportunity to review the costs to
15 update the two systems, and whether those are
16 reasonable and prudently incurred.

17 HEARINGS EXAMINER WIND: Thank you.

18 Okay. I believe that is all the
19 questions I have for the witness panel.

20 Is there any follow-up from any of the
21 parties?

22 *[Atty. Ladwig indicating in the*
23 *negative.]*

24 MR. WIESNER: I do have a few questions

[WITNESS PANEL: O'Brien|Noonan|Below]

1 on redirect, clarifying questions for Mr.
2 O'Brien. And I think this may be helpful to the
3 Examiner's review of the record.

4 **REDIRECT EXAMINATION**

5 BY MR. WIESNER:

6 Q I want to look at Exhibit 4. And this is the
7 Coalition's testimony. And it includes as
8 attachments copies of a number of discovery
9 responses that were provided to the Company. Do
10 you have that, Mr. O'Brien.

11 A (O'Brien) Yes, I do.

12 Q So, Exhibit 4, I'm looking at Bates Page 013.
13 And this is a question that was directed to the
14 Company regarding "the sole-source nature" of the
15 contract with the Company's consultant, TCS. And
16 there's an explanation there of the reasons why
17 that company is engaged to work on the system
18 modifications. Is that -- am I characterizing
19 that correctly?

20 A (O'Brien) Yes.

21 Q So, that may be helpful to the Examiner to review
22 that as well. If I jump ahead to Bates Page 016,
23 again, this is another discovery response
24 provided by the Company, in response to a

[WITNESS PANEL: O'Brien|Noonan|Below]

1 question of the Department. There is a table
2 which summarizes the various elements of the
3 approximately \$1.9 million cost estimate, is that
4 correct?

5 A (O'Brien) Yes.

6 Q Okay. Thank you. And just, you know, we just
7 covered this, but I do want to ask you, is it
8 your understanding that the total actual costs
9 incurred by the Company to modify the two billing
10 systems are expected to be included in the filing
11 that will be made by March 1st of next year, and
12 that will be subject to a prudency review by the
13 Commission prior to inclusion in the DPR
14 calculation, is that fair to say?

15 A (O'Brien) Yes.

16 MR. WIESNER: Thank you. No further
17 questions.

18 HEARINGS EXAMINER WIND: Okay. The
19 other parties, any follow-up?

20 *[No verbal response.]*

21 HEARINGS EXAMINER WIND: Okay. All
22 right. The witness panel is released. Thank you
23 for your testimony today.

24 At this time, absent any objection, I

1 will strike identification on the five exhibits
2 and admit them as exhibits, noting that the
3 Exhibit Number 3 was not sworn to, but is
4 documentary in nature.

5 So, at this time, I would like to hear
6 closing statements, starting with the NRG Retail
7 Companies.

8 MS. MIRANDA: Thank you.

9 The NRG Retail Companies do support the
10 Settlement, and believe it is just and reasonable
11 and in the public interest for the Commission to
12 adopt the Settlement Agreement as proposed by the
13 Parties. And, in particular, the NRG Retail
14 Companies support the application of the POR
15 Program to all CEPSs, not just to CPAs, as being
16 in the public good, for all the reasons set forth
17 in the NRG Retail Companies' written comments.

18 In addition, our understanding from the
19 utilities is that, if the Program is only applied
20 to CPAs, in order to offer consolidated billing
21 as an option to non-CPA CEPS, the Company would
22 have to actually maintain two separate systems,
23 increasing the cost of the project, and that cost
24 be borne largely -- actually, exclusively by CPAs

1 as a result, because CEPSSs would not be able to
2 take advantage of the POR Program.

3 The alternative to that is to only
4 permit CEPSSs to do dual billing, but that will
5 have a negative impact on the competitive market,
6 because most small customers, including almost
7 every residential customer, does not want two
8 bills. So, for that reason, it is in the public
9 good for the Program to be extended to all CEPSSs.

10 We are -- support continuing the
11 individual proceeding for Phase II, with a
12 limited notice that is discrete, as described in
13 the Settlement Agreement, and does not open up
14 all the issues, every issue that could be
15 considered in the terms and conditions and the
16 supplier services agreement.

17 Thank you.

18 HEARINGS EXAMINER WIND: Thank you.
19 Community Power Coalition.

20 MR. BELOW: Thank you. The Coalition
21 concurs with the remarks of Attorney Miranda.
22 And support the Settlement Agreement as for the
23 public good, and believes it conforms fully with
24 the statutory requirements of RSA 53-E:9.

1 HEARINGS EXAMINER WIND: Thank you.
2 The Department of Energy.

3 MS. LADWIG: The Department also
4 concurs with the remarks made by NRG and the
5 Community Power Coalition, and ask that the
6 Commission approve the Settlement. It was, as
7 the Parties testified to today, the product of
8 negotiations, where we examined different parts
9 of the statute and the requirements of RSA
10 53-E:9, to make sure that we came up with a plan
11 that complied with the statute, and, for the
12 reasons described by NRG, was also in the public
13 good.

14 And, because we believe that is in the
15 public good, and it complies with the terms of
16 the statute, we would ask that the Commission
17 approve the Settlement.

18 HEARINGS EXAMINER WIND: And
19 Eversource.

20 MR. WIESNER: Thank you, Mr. Hearings
21 Examiner.

22 I first want to address the question of
23 the supplemental notice. I was reluctant to ask
24 Mr. O'Brien about this, it seems more of a legal

1 matter than a factual matter.

2 So, I think we are not opposed to the
3 issuance of a supplemental order of notice or
4 equivalent that would launch Phase II of this
5 proceeding. I think I agree very strongly with
6 Director Noonan and Attorney Miranda that the
7 language of that supplemental notice should hue
8 very closely, if not verbatim, to the language
9 that appears in Paragraph H, on Bates 005 of the
10 Settlement Agreement. It's important to limit
11 the scope of this Phase II to POR implementation,
12 including how that must be done for CPAs, as well
13 as CEPSSs. In part, because we have a limited
14 period of time in which to finalize the language
15 of the tariff and contracts, so we are not
16 delayed in implementation of POR next year. So,
17 I did want to make that point.

18 And I also want to say that the Company
19 appreciates the cooperation and good-faith
20 efforts of the Parties to develop Settlement
21 terms that will enable the Company to implement a
22 POR Program next year.

23 As noted by Mr. O'Brien in his
24 testimony, the Settlement sets forth the key

1 parameters for a POR implementation, while
2 leaving certain details, regarding new tariff and
3 contract language, to be resolved during the
4 second phase. The new tariff language and
5 revised supplier contract form must be in effect
6 prior to implementation of the POR Program,
7 planned for May 1st, however, subject to
8 potential extension if the implementation is
9 unavoidably delayed.

10 As Mr. O'Brien noted, we are estimating
11 an eight-month lead time; that is tight. We will
12 use our very best efforts to achieve a May 1st
13 implementation date. But it is possible that
14 that may need to be deferred.

15 Under Eversource's POR Program, as
16 described in the Settlement, both competitive
17 suppliers and community power aggregators serving
18 as load-serving entities using consolidated
19 billing will be obligated to sell their
20 receivables to the Company, subject to the
21 Discount Percentage Rate, currently estimated to
22 be around one percent or less.

23 There will be two different discount
24 percentage levels for both Residential and

1 non-Residential Customer classifications, with
2 the percentage rates determined based on net
3 write-offs and other factors for each separate
4 customer clarification. The supplier's existing
5 receivables will be purchased by the Company
6 shortly after Program implementation, at the
7 applicable Discount Percentage Rates.

8 In addition, as noted by Mr. O'Brien,
9 the incremental capital costs related to
10 necessary billing system upgrades and
11 modifications will be tracked and allocated based
12 on cost causation principles. Currently
13 estimated to total \$1.9 million, subject to a
14 full revenue requirements calculation.

15 And, as noted as well by Mr. O'Brien,
16 we have agreed that the revenue requirement
17 attributable to upgrade costs for the Company's
18 Large Power Billing system will be fully
19 allocated to the non-residential customer class,
20 while the portion of the revenue requirement
21 related to C2 will be allocated based on supplier
22 kilowatt-hour billings to each of the two
23 customer classifications.

24 And, as noted as well, the Company has

1 agreed to a five-year amortization period, as
2 opposed to the three-year period that was
3 initially proposed in testimony.

4 We currently estimate that there will
5 be no incremental administrative costs related to
6 POR Program operation. But any such potential
7 costs will be tracked, and the Administrative
8 Cost Percentage component of the DPR calculation
9 as proposed by the Company effectively serves as
10 a placeholder, if any such incremental costs are
11 identified in the future for inclusion in the DPR
12 calculation.

13 The actual costs and write-offs will be
14 trued up against forecasted values through an
15 annual reconciliation mechanism, the Past Period
16 Reconciliation Percentage that will be
17 incorporated into the next year's DPR
18 calculation. That reconciliation process will be
19 similar to that used by the Company in connection
20 with other annual reconciling rate mechanisms,
21 and is designed to track changes in net
22 write-offs, supplier billings, and cost recovery,
23 with the goal of reflecting changes in
24 Residential and non-Residential accounts, while

1 ensuring that the Company is able to recover all
2 of its POR Program implementation costs over the
3 first five years of the Program.

4 It's important to note, from our
5 perspective, that the POR Program is intended to
6 be self-contained. No incremental costs should
7 be assessed directly to Eversource customers on
8 their bills, with the DPR calculations and annual
9 reconciliations acting as the utility cost
10 recovery mechanism, and none of the POR-related
11 costs included in the Company's rate base. That
12 design, we believe, is consistent with the
13 statute under which a utility's participation in
14 the POR Program must not require either the
15 utility or any non-participating customers to
16 incur costs arising from the Program.

17 Eversource's proposed POR Program, as
18 provided for in our original filing, and as
19 revised and refined through the agreed-upon
20 Settlement terms, will meet the requirements of
21 RSA 53-E:9 and the Commission Rule Section
22 2205.16(e), and it is otherwise just and
23 reasonable and in the public good.

24 Accordingly, the Company

1 respectfully requests that the Commission
2 approve the Settlement Agreement as filed,
3 including the provision that relate to tariff and
4 contract language amendments be considered and
5 resolved during the second phase, that should
6 begin within 30 days following Settlement
7 approval.

8 And I'll just emphasize that, in
9 order for the Company to begin work on the
10 necessary system upgrades and modifications,
11 with, again, an estimated eight-month lead time,
12 we would ask that the Commission issue an order
13 approving the Settlement Agreement at the
14 earliest possible time, by October 1st, if
15 that's possible.

16 Thank you.

17 HEARINGS EXAMINER WIND: Okay. Thank
18 you.

19 For process going forward, once I close
20 this hearing, the next step will be for me to
21 submit a -- or, to file a report and proposed
22 order with the Commission. And, then, the
23 procedural order, dated September 1, allows the
24 Parties an opportunity to comment on that report

1 and proposed order, file exceptions, if need be.
2 And, then, I believe, it also contemplates
3 replies to those replies.

4 I just want to point out that, if the
5 Parties want to expedite the process, and choose
6 to explicitly waive any right to file any
7 comments or exceptions, they could do so in
8 writing, and that may provide the opportunity for
9 the order to be issued by the Commission more
10 quickly, if there are no issues with the report
11 and proposed order.

12 Are there any question about the
13 process going forward?

14 MR. WIESNER: Mr. Examiner, did the
15 procedural order specify the timelines for
16 comments and replies?

17 HEARINGS EXAMINER WIND: Yes. Thank
18 you. It provided within ten days of the
19 Examiner's report and proposed order would be the
20 due date for comments or exceptions. And, then,
21 if, and although sur-replies or further comments
22 are not anticipated, if a party wanted to reserve
23 their right to file those, a notice would have to
24 be filed within two days.

1 So, I think that, in my cover letter,
2 with the report and proposed order, I will give
3 dates certain for those events. But,
4 notwithstanding the fact that there is a deadline
5 to preserve a right to file further comments
6 after initial comments are filed, I think that,
7 even before we get to that point, if the Parties
8 are in agreement with the report and proposed
9 order, they can file something that indicated
10 that they would not be filing any initial
11 comments or exceptions.

12 MR. WIESNER: I thank you for that
13 clarification. I am hopeful that we will have
14 few, if any, comments. And I expect that we will
15 confer with the other parties and may submit a
16 written statement that basically overrides that
17 timeline and encourages the Commission to decide
18 as soon as possible.

19 HEARINGS EXAMINER WIND: Understood.
20 Thank you. All right. Is there anything else
21 today?

22 *[No verbal response.]*

23 HEARINGS EXAMINER WIND: All right. I
24 thank everybody for their time here today, and

1 their work on this docket. Have a great day.

2 ***(Whereupon the hearing was adjourned***

3 ***at 10:09 a.m.)***

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