

**STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION**

DT 20-111

COMCAST OF MAINE/NEW HAMPSHIRE, INC.

Petition for Resolution of Dispute and Declaratory Ruling

Order on Declaratory Ruling

ORDER NO. 26,443

January 11, 2021

APPEARANCES: Orr and Reno, by Susan S. Geiger, Esq., on behalf of Comcast of Maine/New Hampshire, Inc.; Patrick C. McHugh, Esq., on behalf of Consolidated Communications of Northern New England Company, LLC d/b/a Consolidated Communications-NNE; and David K. Wiesner, Esq., on behalf of Commission Staff.

In this Order, the Commission grants Comcast's petition for declaratory ruling, having found that Consolidated's denial of riser access in the absence of capacity, safety, reliability, or generally applicable engineering purposes, and Consolidated's insistence upon ownership and control of the risers and conduit between risers attached to Consolidated's poles, constitute unlawful, unjust, and unreasonable pole attachment terms and conditions in violation of the New Hampshire pole attachment statute and the Commission's pole attachment rules.

I. PROCEDURAL HISTORY

On July 14, 2020, Comcast of Maine/New Hampshire, Inc. (Comcast) filed a Petition for Resolution of Dispute and Declaratory Ruling (Petition) regarding a pole attachment dispute with Consolidated Communications of Northern New England Company, LLC d/b/a Consolidated Communications-NNE (Consolidated). Comcast's filing included the pre-filed testimony of its witness, Terrance O'Brien. On August 10, Consolidated filed a response to the Petition.

On August 13, the Commission convened a prehearing conference, during which Comcast requested that the dispute resolution aspect of its Petition be held in abeyance and that the Commission proceed only with the declaratory ruling portion of the Petition.

On October 13, Comcast filed a stipulation of uncontested facts (Stipulation) on behalf of both Comcast and Consolidated. On October 26, Consolidated submitted the pre-filed testimony of its witness, Glen Fournier. On November 23, Comcast submitted the pre-filed rebuttal testimony of Terrance O'Brien.

On December 4, the Commission held an evidentiary hearing, where it received testimony from Terrance O'Brien and Glen Fournier and admitted into evidence a number of exhibits. On December 11, Comcast and Consolidated filed initial legal briefs, and on December 18, they both filed reply briefs.

The Petition, Consolidated's response, the Stipulation, exhibits, briefs, and other docket filings, other than any information for which confidential treatment has been requested of or granted by the Commission, are posted on the Commission's website at <https://www.puc.nh.gov/Regulatory/Docketbk/2020/20-111.html>.

II. STIPULATION OF FACTS

According to the Stipulation, Comcast¹ is a cable television operator that, along with affiliates, provides competitive communications services over its network, including cable television service, broadband internet, and Voice over Internet Protocol services. Stipulation, Exh. 20 at 1. Consolidated is an incumbent local exchange carrier² regulated in New Hampshire as a public utility, which provides competitive communications services, including voice and

¹ Comcast provides non-utility Voice over Internet Protocol services pursuant to 362:7, I(d), and is voluntarily registered as a telecommunications carrier in New Hampshire.

² Consolidated is regulated in New Hampshire as an excepted local exchange carrier pursuant to RSA 362:7, I(c).

internet services. *Id.* at 2. Consolidated owns and controls, in whole or in part, utility poles in New Hampshire. *Id.* Comcast and Consolidated are in direct competition with each other for voice, video, and internet services in the state. *Id.*

Comcast and Consolidated are successors in interest to a Pole Attachment Agreement (Agreement) dated April 15, 2003, between Verizon New England Inc., Public Service Company of New Hampshire, and MediaOne of New England, Inc. *Id.*; Ex. 3. The Agreement contains terms relating to licensing attachments, response deadlines, make-ready work, and risers. *Id.* at 2-3. Comcast and Consolidated are also parties to a conduit agreement. *Id.* at 3. Comcast and Consolidated agree that Comcast has facilities in Consolidated-owned conduit in numerous locations in New Hampshire. *Id.*

On or about August 16, 2019, Comcast applied to Consolidated for aerial pole attachment licenses for three consecutive poles in Belmont, New Hampshire (Belmont poles). *Id.* at 4. Comcast and Consolidated conducted a joint field survey of the Belmont poles on or about October 17, 2019, and the field survey crews agreed that the middle one of the three Belmont poles (Pole 1100/1) had insufficient capacity to accommodate additional aerial attachments, and could not be replaced by a taller pole due to overhead high-tension electrical facilities that cross the pole line. *Id.*

Comcast and Consolidated engaged in negotiations to find a mutually agreeable way to bypass Pole 1100/1. *Id.* at 5. Each proposed to install and own risers on the first and third of the Belmont poles, and to install and own conduit in the public right-of-way between the risers on those poles in order to bypass Pole 1100/1. *Id.* Neither Comcast nor Consolidated agreed to the other's proposal to own the risers and conduit. *Id.* at 5-6.

Consolidated would not license the risers as requested by Comcast based on Consolidated's internal policy restricting third party access to its owned or jointly-owned poles.

Id. That internal policy states as follows:

Consolidated will only allow one point of access from its asset to a third party asset. Consolidated will also not allow a second access point to an existing third party asset which already has access to a Consolidated asset. If the third party has a pull box/manhole to which it needs service, then an additional conduit would come from either the pole or the manhole, but not both, and only that additional conduit may be placed by the third party.

Id. at 5. Consolidated's policy is not detailed in the Agreement. *Id.* at 6.

Comcast and Consolidated agreed that there are no risers presently attached to the first and third Belmont poles, and that both poles have sufficient capacity to install a riser. *Id.* According to the Stipulation, "the reasons for Consolidated's denial of Comcast's request for riser access to the [Belmont] Poles are contained in, among other communications, Attachment 9 to [the Petition]." *Id.* Consolidated stated that Comcast needed to abide by Consolidated's policy requirement that Comcast either pay make-ready for Consolidated to install the conduit or Comcast could install the conduit itself, convey ownership to Consolidated, and then lease space in the new conduit from Consolidated. *Id.*

Comcast would not agree to Consolidated's requirement that Consolidated own the pole risers and intervening conduit, and lease them back to Comcast, based on Comcast's preference to own and control its network facilities. *Id.* In addition, Comcast has received permission from the Town of Belmont to place conduit in the public right-of-way between the first and third Belmont poles. *Id.*

According to the Stipulation, it is "likely" that there are Consolidated poles in New Hampshire with more than one riser and that those risers are owned by different entities. *Id.* at 7. Comcast and Consolidated also stipulated that Comcast is currently engaged in a construction

project in Salem, New Hampshire, that involves installation of Comcast-owned conduit and risers, with the conduit connecting to poles owned by Consolidated. *Id.*

The Stipulation cites to and quotes from provisions of the National Electrical Safety Code (2017 Edition) (NESC) and the Telcordia Blue Book (2017 Edition) that address the placement of risers, ducts, guards, and vertical conduit or cable runs on utility poles in such a manner as to limit potential climbing hazards and exposure to traffic damage. *Id.*

III. POSITIONS OF THE PARTIES

A. Comcast

Comcast requested a declaratory ruling that Consolidated's refusal to license attachment of risers installed and owned by Comcast on the first and third Belmont poles was and is unlawful. Petition at 1. Comcast argued that, because Consolidated failed to provide evidence demonstrating any actual capacity, safety, reliability, or engineering concerns specific to the first and third Belmont poles, pursuant to RSA 374:34-a, VI and N.H. Admin. R., Puc 1303.01(b), Consolidated's rejection of Comcast's riser application constituted an unlawful and discriminatory denial of pole access. Comcast Initial Brief at 13, 15-19.

Comcast also requested a declaratory ruling invalidating Consolidated's general "one point of access" policy. Petition at 1. Comcast refuted Consolidated's position that its policy is supported by legitimate safety concerns, noting that neither the NESC nor the Telcordia Blue Book prohibit the installation of multiple risers on a pole or require that the pole owner own the risers or intervening conduit; rather, the Blue Book specifically contemplates that the protective conduit that houses a riser cable can be owned by attachers such as Comcast. Comcast Initial Brief at 13, 19-23.

According to Comcast, Consolidated's policy constitutes a "blanket ban" prohibiting competitors from owning risers on its poles without examining whether the risers present specific actual capacity, safety, reliability, or engineering issues affecting the particular poles in question. *Id.* at 20. Comcast argued that such a "blanket ban" is unlawful, unjust, unreasonable, discriminatory, and anti-competitive. *Id.* In addition to the state pole attachment statute and rules, Comcast cited a recent declaratory ruling issued by the Federal Communications Commission (FCC), *Accelerating Wireline Broadband Deployment by Removing Barriers to Infrastructure Investment*, 35 FCC Rcd 7936, 7939 (July 29, 2020). *Id.*; Exh. 13.

Comcast further argued that Consolidated's duty to provide nondiscriminatory access to its poles does not authorize it to reserve pole space for potential future attachers or to require that it must own and lease back any pole risers or intervening conduit to competitors for the benefit of potential future attachers. *Id.* at 22. According to Comcast, it has the right to attach its own facilities to utility poles, as well as an independent statutory right to install and own its own conduit in the public right-of-way,³ and therefore Consolidated's requirement that Comcast lease riser and conduit space from Consolidated based on its general policy is anti-competitive, unlawful, and constitutes an unjust, unreasonable, and discriminatory term and condition of pole attachment. *Id.* at 23-28.

B. Consolidated

Consolidated characterized its general policy regarding third party riser access to its poles as long-standing guidance to its surveyors that was only recently reduced to writing and remains subject to further revision from time-to-time. Transcript of Hearing on December 4, 2020 (Tr.) at 32-33, 45-46. The policy is neither included in nor expressly referenced in Consolidated's

³ Comcast cites RSA 231:160 (relating to municipal licensing requirements for infrastructure within a public right-of-way) as the basis for its independent statutory right to install and own conduit in the right-of-way.

pole attachment agreements. Tr. at 65-66. Mr. Fournier testified that the first time an attaching entity might learn of the policy is when its pole attachment request is denied by Consolidated based on the policy. Tr. at 66.

Consolidated argued that its general policy is based on legitimate safety concerns, citing Puc 1303.07, Section 362 of the 2017 NESC, and the Telcordia Blue Book. Consolidated Initial Brief at 6. According to Consolidated, its policy is based on the NESC and is applied primarily to conserve space on the poles to avoid unwarranted hazards for employees that may need to access the poles. *Id.* Consolidated also maintained that the general policy regarding third party pole access is warranted by the need to reserve capacity for other attachments in a nondiscriminatory manner, citing Section 2.6 of the Agreement. *See* Exh. 3 at 11. At hearing, Consolidated's witness stated that it is "just trying to maximize the capacity of [its] plant," and would deny a single safe attachment proposed by an attaching entity because of its policy "to reserve capacity for future use either by Consolidated or by other third-party attachers." Tr. at 66-67, 74. Consolidated asserted that policy was properly and appropriately applied with respect to the Belmont poles.

Consolidated further argued that Comcast had not proven that Consolidated's riser and conduit ownership requirement is unjust or unreasonable under RSA 374:34-a, because Comcast had not identified any harm to itself or any benefit to Consolidated resulting from that policy. Consolidated Initial Brief at 4-5. According to Consolidated, placement of risers and conduit is substantially similar to the pole replacement that would have been required absent the high tension lines existing over Pole 1100/1 in Belmont. *Id.* Consolidated also noted that Comcast had stipulated it has facilities in Consolidated conduit in numerous locations in New Hampshire. *Id.* Consolidated asserted that the Commission can only determine whether pole attachment

terms and conditions are just and reasonable and should not make orders merely to accommodate an attacher's preferences. *Id.* at 5.

In its post-hearing brief, Consolidated argued that its riser and conduit ownership requirement in Belmont was not a denial of pole access, but rather an appropriate provision for necessary "make-ready work." *Id.* at 3-4. In support of that argument, Consolidated cited the Puc 1302.08 definition of "make-ready work" as including "changes required to accommodate the attachment of facilities of the party requesting attachment to the pole." *Id.* Construing that definition to be broad and inclusive, Consolidated asserted that laying conduit is analogous to pole placement and may be required as an alternative to denial of access. *Id.* According to Consolidated, that required "make-ready work" was just and reasonable because it was based on valid concerns for safety and capacity, the underpinning of the "one point of access" policy as articulated in relevant industry standards, and there would be no substantive adverse impact on the attacher or any benefit to the pole owner. *Id.* at 4-5. Consolidated further argued that, even if the requirement that it own the risers and conduit could be interpreted as a denial of access, the denial would be lawful because it is based on those safety concerns and generally acceptable engineering standards. *Id.* at 6.

C. Comcast Reply

In its reply, Comcast asserted that Consolidated had denied its riser application and refuted Consolidated's argument that it had merely proposed appropriate alternative "make-ready work." Comcast Reply Brief at 2-6. According to Comcast, no make-ready work was necessary to permit Comcast to access the Belmont poles through risers and intervening conduit installed in the public right-of-way. *Id.* at 3-4. Comcast maintained that nothing in Puc 1303.01(c) permits Consolidated to impose unnecessary make-ready work requirements, noting that the poles in

question currently have no attached risers and that record evidence demonstrates that the poles can safely support 4-5 risers. *Id.* at 4-5.

Comcast claimed that Consolidated's ownership of risers and conduit would cause Comcast harm by restricting maintenance access, increasing the potential for other parties to damage its facilities, and imposing an ongoing liability for lease payments to Consolidated. *Id.* at 5. Comcast reiterated its arguments that Consolidated's general "one point of access" policy is not supported by legitimate capacity, safety, reliability, or engineering issues, but instead represents an impermissible "blanket ban" which effectively ignores Comcast's legal rights to attach its own risers to Consolidated's poles and to install and own conduit in the public right-of-way. *Id.* at 6.

D. Consolidated Reply

In its reply, Consolidated argued that its general "one point of access" policy is not a "blanket ban," because Consolidated banned nothing but instead provided Comcast with access "via other make-ready or another alternative," citing Puc 1301.01(c). Consolidated Reply Brief at 2. According to Consolidated, the dispute centers on Comcast's refusal to accept a reasonable offer to accommodate pole access and not on Consolidated's denial of any access to its poles or its implementation of any general prohibition. *Id.* Comcast therefore asked that the Commission deny the relief requested by Comcast. *Id.*

IV. COMMISSION ANALYSIS

This proceeding regarding a dispute over utility pole access in Belmont, New Hampshire requires the Commission to address Consolidated's policy regarding installation and ownership

of risers on and conduit between poles⁴ it owns or jointly owns. As noted above, Consolidated's general policy is set forth in the Stipulation as follows:

Consolidated will only allow one point of access from its asset to a third party asset. Consolidated will also not allow a second access point to an existing third party asset which already has access to a Consolidated asset. If the third party has a pull box/manhole to which it needs service, then an additional conduit would come from either the pole or the manhole, but not both, and only that additional conduit may be placed by the third party.

Exh. 20 at 5. That policy was characterized by Consolidated as long-standing guidance to its surveyors that was only recently reduced to writing and remains subject to further revision from time-to-time by Consolidated. Tr. at 32-33, 45-46. The policy is neither included in nor expressly referenced in the Agreement or in Consolidated's other pole attachment agreements, and an attaching entity such as Comcast might not even know of the policy until its pole attachment request is denied based on it. Tr. at 65-66.

By statute, a utility pole owner "shall provide nondiscriminatory access to its poles for [pole] attachments," but it "may deny access to its poles on a nondiscriminatory basis where there is insufficient capacity and for reasons of safety, reliability, and generally applicable engineering purposes." RSA 374:34-a, VI. The Commission's pole attachment rules similarly provide that a pole owner "may deny a request for attachment to [a] pole: (1) If there is insufficient capacity on the pole; [or] (2) For reasons of safety, reliability, or generally applicable engineering purposes." Puc 1303.01(b)(1) and (2).⁵ The state legal standards for nondiscriminatory pole access and access denial generally mirror those found in federal statutes and rules. *See* 47 U.S.C. §224; 47 C.F.R. §§1.1401-1.1415.

⁴ Pursuant to RSA 374:34-a, in pertinent part, the term "pole" means "any pole, duct, conduit, or right-of-way that is used for wire communications or electricity distribution and is owned in whole or in part by a public utility." *See also* Puc 1302.10.

⁵ A pole attachment may also be denied if the pole owner "does not possess the authority to allow the proposed attachment," a situation that is not relevant under the facts in this proceeding. *See* Puc 1303.01(b)(3).

We must therefore consider whether Consolidated's reliance on its "one point of access" policy regarding installation and ownership of risers, intervening conduit, or both, is consistent with its obligation to provide nondiscriminatory pole access to attaching entities while denying attachments only for reasons of capacity, safety, reliability, or generally applicable engineering purposes. The uncontroverted record evidence in this proceeding demonstrates that each of the two Belmont poles can accommodate one or more risers and that Comcast has obtained permission from the Town of Belmont to install and own conduit in the public right-of-way between the two poles. Neither the NESC nor the Telcordia Blue Book prohibits installation of more than one riser on a utility pole or requires that risers or conduit be owned by the pole owner rather than the attaching entity. Exh. 20 at 7; Exh. 14 at 12, 14. It therefore appears that Consolidated's only basis for denying Comcast access to install and own its risers on and conduit between the two poles in Belmont was application of Consolidated's "one point of access" policy.

Consolidated attempts to justify that policy on several different grounds, none of which is availing. It first claims that the policy is justified on grounds of safety, citing the NESC and referencing the Telcordia Blue Book. According to Consolidated, those industry standards require limitation of risers on poles to ensure adequate climbing space and maintenance access, but both the NESC and the Blue Book permit multiple risers on a single pole and the record contains examples of Consolidated poles to which multiple risers are attached. Further, none of the industry standards cited by Consolidated requires that risers or conduit be owned by the pole owner rather than the attaching entity. We find that Consolidated's purported safety or access concerns do not rise to the required standard for denial of pole access for reasons of safety,

reliability, or generally applicable engineering purposes and do not provide adequate grounds for denial of access.

Consolidated also tries to justify its denial of pole access pursuant to its policy regarding third party pole access based on the need to reserve capacity for other attachments in a nondiscriminatory manner. It cites Section 2.6 of its pole attachment agreement with Comcast, which provides that Consolidated may deny an attachment license if it “believes that placement of Licensee’s Facilities would interfere with Licensor’s *existing* service requirements, or the use of Licensor’s facilities by other parties, or create a hazardous or unsafe condition.” Exh. 3 at 11 (emphasis added). Consolidated witness Fournier, however, testified that Consolidated is “just trying to maximize the capacity of [its] plant,” and would deny a single safe attachment proposed by an attaching entity because of its policy “to reserve capacity for future use either by Consolidated or by other third-party attachers.” Tr. at 66-67, 74. Consolidated maintains its policy is nondiscriminatory because it is applied to all requested attachments.

The record evidence is clear, however, that there is sufficient capacity on the two Belmont poles to accommodate the risers proposed by Comcast, without interference with Consolidated’s *existing* service requirements or the use of its pole facilities by other parties and that there are no other pending requests for other attachments to those poles. Consolidated therefore denied Comcast’s specific attachment requests based entirely on a blanket policy to reserve pole access capacity for potential future use by Consolidated and others. We find that such a speculative reservation of pole capacity is unreasonable and inconsistent with the pole attachment statute and rules, RSA 374:34-a, VI and Puc 1303.01(b)(1) and (2). The fact that a policy could be applied equally to all attachers does not render it nondiscriminatory or permissible.

Consolidated argues that it actually did not deny Comcast's request to access the Belmont poles; rather, it proposed alternative "make-ready work" that would permit pole access by Comcast. According to Consolidated, its alternative proposal was neither unjust nor unreasonable, because of the nearly equivalent cost and the lack of any significant "harm to Comcast or ... benefit to Consolidated stemming from the requirement that Consolidated own the conduit." Consolidated characterized as a "preference" Comcast's desire to own the risers and conduit necessary for the Belmont pole attachments. Consolidated Initial Brief at 4-5. As noted by Comcast, however, Consolidated has conceded that it denied Comcast's attachment request in Belmont. Comcast Reply Brief at 3 (citing Exh. 20 at 6). Moreover, no make-ready work was necessary to accommodate Comcast's requested attachments to the Belmont poles. The pole attachment rules define "make-ready work" as "all work, including, but not limited to, rearrangement or transfer of existing facilities, replacement of a pole, complete removal of any pole replaced, or any other changes *required to accommodate the attachment of the facilities of the party requesting attachment to the pole.*" Puc 1302.08 (emphasis added). A riser owned by Comcast would be an attachment to the pole and not a component of make-ready work.⁶

The record demonstrates that the two Belmont poles have sufficient capacity to accommodate multiple risers without additional make-ready work, there are currently no pending or projected requests for additional attachments to those poles, and Comcast has obtained permission from the Town of Belmont to install conduit in the public right-of-way between the poles. As an eligible attaching entity, Comcast has the right under the pole attachment statute

⁶ See Agreement Section 1.3, which defines "Attachments" to mean, in pertinent part, "[a]ny of Licensee's facilities in direct contact with or supported by a utility pole, and/or any article of equipment attached to a point on a pole not normally occupied by a strand attachment (e.g., power supplies, equipment, cabinets, terminals, etc.)." Exh. 3 at 8. A riser owned by Comcast would be a facility coming in direct contact with a utility pole and thus would be an attachment to the pole and not a make-ready work component.

and rules to attach *its own* facilities to any utility pole, unless that attachment cannot be accommodated based on inadequate existing capacity or for reasons of safety, reliability, or generally applicable engineering purposes. RSA 374:34-a, VI; Puc 1303.01(b)(1) and (2). Under these circumstances, no additional work or other changes are required to accommodate the attachment of Comcast's riser facilities to the two poles in Belmont or its installation of conduit in the public right-of-way between those poles. All that was required was for Consolidated to license the attachment of those riser facilities, and it denied that license based on its policy, which we find to be unjust and unreasonable.

We note that the FCC has recently issued a declaratory ruling which, among other things, states that: (1) blanket bans on pole access are prohibited; (2) utilities cannot issue generic denials of pole access; and (3) pole attachment denials must state in detail the specific concerns regarding the particular attachments and the particular poles at issue. Exh. 13 at 11-16 (*Accelerating Wireline Broadband Deployment by Removing Barriers to Infrastructure Investment*, 35 FCC Rcd 7936 (July 29, 2020)). The FCC declared that utility pole owners "may not impose categorical bans on pole access that do not require the utility to provide a reason for denying access specific to the pole or attachment in question." *Id.* at 11. To the contrary, attachment denials must state "precise concerns" regarding the "particular attachment(s) and the particular pole(s) at issue." *Id.* Although utility pole owners may rely on construction standards, and state and national standards, pole attachment denials must be "based on documented actual (not theoretical) safety, reliability, capacity, or engineering grounds," and a "mere citation or reference to a construction standard to justify a denial of access is insufficient" to ensure FCC regulatory compliance. *Id.* at 14-15.

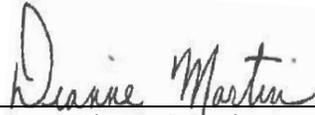
While the FCC's declaratory ruling is not binding on this Commission, we nonetheless find it instructive in view of the similarities between the FCC's pole attachment rules and those adopted by this Commission. Consistent with the FCC's ruling, we find that Consolidated's general "one point of access" policy provides insufficient grounds for denial of Comcast's request to install and own risers on Consolidated's poles or for prohibition of Comcast from installing and owning conduit in the public right-of-way between such poles. Any such denial and prohibition is permissible only if it is based on specific and actual (rather than hypothetical or speculative) capacity, safety, reliability, or engineering issues with respect to the particular poles.

Based on the record adduced in this proceeding and our analysis set forth above, we find that Consolidated's blanket application of its "one point of access" policy is an unjust, unreasonable, and discriminatory basis for denial of Comcast's requests for riser access to the Belmont poles and is therefore unlawful under the pole attachment statute and rules, RSA 374:34-a, VI and Puc 1303.01(b).

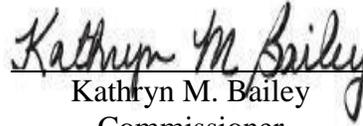
Based upon the foregoing, it is hereby

ORDERED, that Comcast's petition for declaratory order is GRANTED, and it is declared that Consolidated's denial of riser access in the absence of capacity, safety, reliability, or generally applicable engineering purposes, and Consolidated's insistence upon ownership and control of the risers and conduit between risers attached to Consolidated's poles, constitute unlawful, unjust, and unreasonable pole attachment terms and conditions in violation of the New Hampshire pole attachment statute and the Commission's pole attachment rules, RSA 374:34-a, VI and Puc 1303.01(b).

By order of the Public Utilities Commission of New Hampshire this eleventh day of
January, 2021.

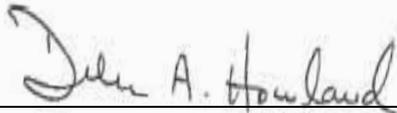


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Chairwoman



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Attested by:



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Service List - Docket Related

Docket# : 20-111

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