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I N D E X

PAGE NO.

WITNESS PANEL: **LINDA M. ENDERWICK**
 NICOLE M. HARRIS
 AMANDA O. NOONAN

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E X H I B I T S

EXHIBIT NO.	D E S C R I P T I O N	PAGE NO.
1	Settlement Agreement between Eversource Energy, Liberty Utilities (Granite State Electric), Office of the Consumer Advocate, and the PUC Staff (02-28-20)	6
2	Eversource Energy and Liberty Utilities (Granite State Electric) Joint Petition for Recovery of Costs to Implement EAP Changes (05-16-19)	6
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P R O C E E D I N G

1
2 CHAIRWOMAN MARTIN: Okay. We have a
3 pretty good crowd this morning. We're here in
4 Docket DE 18-057 for a hearing regarding the
5 Joint Petition for Recovery of Costs of EAP
6 Changes. And I understand that there is a
7 Settlement for consideration today.

8 Before we do anything, can we take
9 appearances?

10 MS. CHIAVARA: Yes. Absolutely. Good
11 morning, Commission. Jessica Chiavara, counsel
12 for Public Service Company of New Hampshire,
13 doing business as Eversource Energy.

14 MR. SHEEHAN: Good morning,
15 Commissioners. Michael Sheehan, for Liberty
16 Utilities (Granite State Electric) Corp.

17 MS. SHUTE: Good morning,
18 Commissioners. Christa Shute, Office of the
19 Consumer Advocate, on behalf of residential
20 ratepayers. And with me is our analyst, Pradip
21 Chattopadhyay.

22 MS. SCHWARZER: Good morning,
23 Commissioners. I'm Mary Schwarzer, Staff
24 attorney with the PUC. And with me this morning

1 is Amanda Noonan, the Director of the
2 Commission's Consumer Services and External
3 Affairs Division.

4 CHAIRWOMAN MARTIN: Okay. And I was
5 going to ask if you have any preliminary matters.
6 I know that we do have a request to accept the
7 late-filed Settlement Agreement. And I believe
8 that there are no objections, and everyone is in
9 agreement on that?

10 *[Non-verbal indications given.]*

11 CHAIRWOMAN MARTIN: Okay. So, in that
12 case, we will accept that request as a late
13 filing.

14 Any other preliminary matters?

15 MS. CHIAVARA: Just entering exhibits,
16 if we can mark them. We have two exhibits to
17 mark for identification. And the first is the
18 proposed Settlement Agreement, and this is
19 between Eversource, Liberty, the Office of the
20 Consumer Advocate, and Commission Staff. As well
21 as Unitil and -- Unitil Energy Systems,
22 Incorporated, and -- yes, sorry -- and the New
23 Hampshire Electric Cooperative, they are both
24 signatories to the Agreement, but they're not

1 active Settling Parties, as they do not seek cost
2 recovery in this docket, so -- but they did sign.

3 Exhibit 2 is the Joint Prepared
4 Testimony of Linda Enderwick, on behalf of
5 Eversource, and Nicole Harris, on behalf of
6 Liberty, for cost recovery from the Electric
7 Assistance Program Fund. And that was prefiled on
8 May 17th, 2019.

9 (The documents, as described, were
10 herewith marked as **Exhibit 1** and
11 **Exhibit 2**, respectively, for
12 identification.)

13 CHAIRWOMAN MARTIN: Okay. And I see on
14 this list that we have in front of us that there
15 are other exhibits.

16 MS. CHIAVARA: Yes.

17 CHAIRWOMAN MARTIN: Did you want to
18 walk through those?

19 MS. SCHWARZER: Yes. Thank you. As
20 one of the provisions of the Settlement
21 Agreement, all data requests and responses may be
22 admitted as full exhibits. And, so, Staff would
23 like to admit answers and requests and responses
24 given by the utilities.

1 Exhibit 3 is Eversource's response to a
2 question about capitalization threshold.

3 Exhibit 4 is Liberty's response to a similar
4 question. Five (5) and 6 in the same vein
5 regarding that capitalization question. And then,
6 7 and 8 are responses from Liberty regarding a
7 comparative software coding question in another
8 matter that came up at the prehearing conference.

9 (The documents, as described, were
10 herewith marked as **Exhibit 3**
11 through **Exhibit 8**, respectively,
12 for identification.)

13 CHAIRWOMAN MARTIN: Okay. Anything
14 else as a preliminary matter or should we proceed
15 with the witnesses?

16 *[No verbal response.]*

17 CHAIRWOMAN MARTIN: Okay. If the
18 witnesses could take their seats.

19 (Whereupon **Linda M. Enderwick,**
20 **Nicole M. Harris,** and **Amanda O.**
21 **Noonan** were duly sworn by the
22 Court Reporter.)

23 CHAIRWOMAN MARTIN: I assume each
24 counsel will introduce their own witnesses?

[WITNESS PANEL: Enderwick|Harris|Noonan]

1 MS. CHIAVARA: Yes.

2 CHAIRWOMAN MARTIN: Proceed.

3 **LINDA M. ENDERWICK, SWORN**

4 **NICOLE M. HARRIS, SWORN**

5 **AMANDA O. NOONAN, SWORN**

6 **DIRECT EXAMINATION**

7 BY MS. CHIAVARA:

8 Q Ms. Enderwick, will you please state your full
9 name, company position, and your primary
10 responsibilities for Eversource Energy for the
11 record?

12 A (Enderwick) Sure. I'm Linda Enderwick. I'm an
13 IT Business Services Manager at Eversource. And
14 I'm responsible for leading some of the IT large
15 enhancements, as well as project delivery. I
16 have a team of analysts that support that project
17 delivery, as well as working with third party
18 suppliers, such as Tata Consulting Services, who
19 is the party that delivered these coding changes.

20 Q Thank you. Marked as "Exhibit 1" [Exhibit 2?] is
21 your prefiled joint testimony, completed with
22 Nicole Harris of Liberty Utilities, dated May
23 17th, 2019. Was this testimony prepared by you
24 or at your direction?

[WITNESS PANEL: Enderwick|Harris|Noonan]

1 A (Enderwick) Yes.

2 Q Do you have any corrections or adjustments to
3 make to this testimony?

4 A (Enderwick) No.

5 Q So, do you adopt Exhibit 1 [Exhibit 2?] as your
6 testimony here today?

7 A (Enderwick) Yes, I do.

8 Q As part of your involvement in this docket, were
9 you present for the settlement negotiations and
10 are you familiar with the Settlement terms?

11 A (Enderwick) Yes, I am.

12 Q And what is Eversource receiving in the proposed
13 Settlement Agreement, compared to what they
14 requested as reflected in your testimony?

15 A (Enderwick) Eversource is receiving the full
16 recovery cost of \$70,345. That was documented in
17 the testimony and it was also approved by the
18 Commission Staff and the office of the OCA.

19 Q Okay. Do you believe that this remedy is just
20 and reasonable given all the relevant
21 circumstances?

22 A (Enderwick) Yes, I do. We did complete all of
23 the system changes that were expected. We
24 actually were able to utilize some of the

[WITNESS PANEL: Enderwick|Harris|Noonan]

1 functionality of our current system, and that
2 allowed us to bring the cost in under the initial
3 project estimate.

4 Q All right. Does that conclude your testimony?

5 A (Enderwick) Yes, it does.

6 MS. CHIAVARA: Thank you very much. I
7 am going to turn it over to Attorney Sheehan, for
8 Liberty Utilities, for his witness.

9 CHAIRWOMAN MARTIN: Mr. Sheehan.

10 MR. SHEEHAN: Thank you.

11 BY MR. SHEEHAN:

12 Q Ms. Harris, could you state your name and your
13 position with the Company please?

14 A (Harris) My name is Nicole M. Harris. I'm the
15 Director of Customer Experience for the East
16 Region.

17 Q And, in the context of this case, were you the
18 primary person responsible for what turned out to
19 be the testimony and the Settlement Agreement
20 that's before the Commission today?

21 A (Harris) Yes, I am.

22 Q Exhibit 2, actually, is the testimony that's been
23 marked today. Did you draft that testimony,
24 along with Ms. Enderwick?

[WITNESS PANEL: Enderwick|Harris|Noonan]

1 A (Harris) Yes, I did.

2 Q Do you have any changes to those portions of the
3 testimony that you were responsible for?

4 A (Harris) No, I do not.

5 Q And do you adopt that testimony here today?

6 A (Harris) Yes, I do.

7 Q You were also involved with the parties here in
8 the settlement conversations that resulted in the
9 Agreement that's before the Commission today, is
10 that right?

11 A (Harris) Yes.

12 Q And, if you could turn to Page 6 of the
13 Settlement Agreement, the table that lists the
14 Liberty costs. Do you have that in front of you?

15 A (Harris) I have the table, yes.

16 Q And that table shows four columns, one -- or,
17 five, one a description, then the "Estimate" of
18 what the Company thought it would cost to make
19 these changes, the "Actual", the "Revised", and
20 the "Settlement". The estimate was the number
21 provided to the Commission sometime ago, is that
22 right?

23 A (Harris) That is correct.

24 Q And that was part of, I think, the last order of

[WITNESS PANEL: Enderwick|Harris|Noonan]

1 the Commission approving the companies to go
2 forward with these changes, is that right?

3 A (Harris) Yes.

4 Q The actual number, the 195,000, please explain,
5 if you can, the difference between the actual and
6 the revised. What happened between the 195 and
7 the 160,000?

8 A (Harris) The original estimate did not include
9 burdens and AFDUC.

10 Q And, then, from the estimate to the actual, how
11 about from the actual to the revised, what made
12 it go down by thirty some thousand dollars?

13 A (Harris) There was an invoice which was charged
14 incorrectly to the project that wasn't associated
15 to this particular enhancement.

16 Q So, that was discovered. And, so, our actual
17 costs, as revised, was \$160,000 to make these
18 changes?

19 A (Harris) Yes.

20 Q And, then, through the course of our discussions,
21 the Company agreed, in this docket, to obtain
22 recovery of the 140,000, is that correct?

23 A (Harris) Yes.

24 Q And that is just a settled amount that the

[WITNESS PANEL: Enderwick|Harris|Noonan]

1 Company agreed to. There's no particular math
2 that gets us to that number, is that correct?

3 A (Harris) That is correct.

4 Q And, as the notes suggest, the difference between
5 the 140 and the 160 would be dealt with in the
6 ongoing rate case, is that correct?

7 A (Harris) Yes.

8 MR. SHEEHAN: Thank you. I have
9 nothing further.

10 CHAIRWOMAN MARTIN: Okay. Thank you.
11 Ms. Schwarzer.

12 MS. SCHWARZER: Thank you.

13 BY MS. SCHWARZER:

14 Q Ms. Noonan, would you state your full name for
15 the record please and your position?

16 A (Noonan) Certainly. My name is Amanda Noonan.
17 I'm the Director of the Commission's Consumer
18 Services and External Affairs Division.

19 Q And what was your involvement with this process,
20 the Settlement Agreement?

21 A (Noonan) Sure. I participated in all the
22 technical sessions and settlement processes, as
23 well as preparing and reviewing discovery that
24 went out to Eversource and Liberty, and then

[WITNESS PANEL: Enderwick|Harris|Noonan]

1 reviewing those responses.

2 MS. SCHWARZER: I'd like to ask if the
3 exhibits are in as full exhibits at this time?

4 CHAIRWOMAN MARTIN: No. I would do
5 that at the end. They are marked for ID at this
6 point.

7 MS. SCHWARZER: Is it agreed that
8 they're full exhibits? I just don't know if I
9 need to ask my witness to identify them?

10 CHAIRWOMAN MARTIN: I would walk
11 through. I think Eversource walked through
12 theirs. And, if you can just walk through, just
13 to --

14 MS. SCHWARZER: Okay. I think I will
15 just -- if I may approach?

16 CHAIRWOMAN MARTIN: Yes.

17 BY MS. SCHWARZER:

18 Q Ms. Noonan, there are Exhibits 3 through 8 that
19 have been marked in the upper left-hand corner.

20 A (Noonan) Uh-huh.

21 Q For each exhibit, if you could answer as to
22 whether you were part of drafting those questions
23 and reviewing those responses in the course of
24 this proceeding? Or, excuse me, reading those

[WITNESS PANEL: Enderwick|Harris|Noonan]

1 responses?

2 A (Noonan) Yes. For all of the exhibits, I
3 reviewed the questions and reviewed the
4 responses.

5 Q And did you take them into account in the
6 Settlement Agreement?

7 A (Noonan) Yes.

8 Q Okay. Would you summarize Staff's position
9 please about the Settlement Agreement and why we
10 have chosen to support it?

11 A (Noonan) Certainly. You know, Staff supports the
12 Agreement as filed as a reasonable resolution
13 regarding the IT costs that Eversource and
14 Liberty incurred to implement the program design
15 changes that the Commission approved in 2018,
16 earlier in this proceeding. And we believe that
17 the costs in here are appropriate for recovery
18 from the EAP fund.

19 MS. SCHWARZER: Thank you.

20 WITNESS NOONAN: Uh-huh.

21 CHAIRWOMAN MARTIN: Okay. I understand
22 from the Settlement Agreement that there's an
23 agreement that there will not be cross from the
24 Parties. Is that correct? Everyone's on the

[WITNESS PANEL: Enderwick|Harris|Noonan]

1 same page with that?

2 *[Non-verbal indications given.]*

3 CHAIRWOMAN MARTIN: Okay. Then, I'm
4 going to go to Commissioner Bailey.

5 CMSR. BAILEY: Thank you.

6 BY CMSR. BAILEY:

7 Q Ms. Noonan, did Staff review the invoices to
8 determine whether the costs were prudent?

9 A (Noonan) So, we certainly received considerable
10 amount of information through discovery that
11 supported the costs that Liberty and Eversource
12 requested. So, yes. We reached the conclusion
13 that we did based on a review of that and the
14 other information that we received.

15 Q So, you're convinced that they spent that money,
16 that they spent -- that Liberty spent at least
17 \$140,000 on making this change?

18 A (Noonan) Yes.

19 Q And that Eversource spent \$70,000?

20 A (Noonan) Yes.

21 Q Okay. Rounded?

22 A (Noonan) Yes.

23 Q Okay. Ms. Harris, does Liberty have an IT
24 manager?

[WITNESS PANEL: Enderwick|Harris|Noonan]

1 A (Harris) We have a corporate IT. So, whenever
2 there's a project that's underway, they assign a
3 program manager -- excuse me -- an IT program
4 manager to the particular --

5 Q Project?

6 A (Harris) Thank you.

7 Q Okay. Was an IT manager -- I mean, a program
8 manager assigned to this project?

9 A (Harris) Yes, they were.

10 Q And where was that person located?

11 A (Harris) Out of Oakville, Ontario, Canada.

12 Q Okay. There's a detailed account of Eversource
13 invoices attached to the testimony, but there's
14 no similar detailed account of your invoices.
15 Can you explain why?

16 A (Harris) I'm sorry, in the original --

17 Q In the testimony.

18 A (Harris) In the testimony?

19 Q Exhibit 2, yes.

20 A (Harris) There were subsequent data requests that
21 had come through, which had the -- we provided
22 that information at that point.

23 Q Can you tell me why it wasn't provided initially
24 in the testimony?

[WITNESS PANEL: Enderwick|Harris|Noonan]

1 A (Harris) I provided a chart, and we broke down
2 the charges.

3 Q And I'm just comparing how you did it to how
4 Eversource did it, because your costs were more
5 than twice Eversource's costs. And I'm trying to
6 understand whether that was reasonable and why
7 that happened. So, you know, Eversource shows
8 how much analysis and design costs, how much
9 build and testing costs, how much integration
10 testing costs, how much user acceptance testing
11 costs, and you just say "our vendor costs are
12 \$133,665."

13 A (Harris) Correct. I believe there was a
14 following request where it was broken out by
15 design and specifications for 19,000; development
16 was 45,000; QA, quality assurance, was 40,000;
17 and project management was 25,000. So, we're
18 looking at about 129,000 for the total Cogsdale
19 vendor costs.

20 CMSR. GIAIMO: Could you do that one
21 more time?

22 BY CMSR. BAILEY:

23 Q Yes. Could you do that one more time?

24 A (Harris) Oh, I'm sorry.

[WITNESS PANEL: Enderwick|Harris|Noonan]

1 Q Just talk more slowly.

2 A (Harris) Okay. So, there's four categories:
3 Design and specification, for 19,000, rounded;
4 development, 45,000; QA, for "Quality Assurance",
5 40,000; and project management, 25,000.

6 Q And was project management the project manager in
7 Oakdale [Oakville?]?

8 A (Harris) No. From the vendor side.

9 Q Okay. And was all the system acceptance testing
10 and the integration testing included in the QA?

11 A (Harris) That is Q&A on their side. So, once the
12 vendor, Cogsdale, provides us with the code, it
13 goes through a process with our corporate IT
14 folks, that department up there, and they put
15 that code into a test environment. Those IT
16 folks, corporate IT folks, test the code. And,
17 then, once it's tested successfully, it's handed
18 off to the business to do user acceptance
19 testing.

20 Q Okay. Why did you choose Cogsdale?

21 A (Harris) Cogsdale is our primary CIS provider.

22 Q So, they --

23 A (Harris) So, they own the code to our CIS system.
24 We don't own the system. So, any enhancements or

[WITNESS PANEL: Enderwick|Harris|Noonan]

1 code changes within the system has to go through
2 Cogsdale.

3 Q Do you think that might be one of the reasons why
4 it was twice as expensive to make these changes?

5 A (Harris) I think it is, that every CIS system is
6 different.

7 Q Do you understand what kind of changes were made
8 and what kind of difficult coding was necessary?

9 A (Harris) Yes.

10 Q Can you explain that?

11 A (Harris) At a high level. So, there was various
12 decisioning that needed to be made. Although the
13 calculation, when you look at it on paper, is
14 easy, but to have the system do that decisioning,
15 to identify the customer, okay, does this
16 customer have the EAP program? They have to look
17 at what type of rate they're on, time-of-use rate
18 or the regular rate. And then they have to
19 identify whether or not they're enrolled with a
20 marketer. So, there's certain decisioning that
21 needs to be put in there and flags within the
22 system. And, when those flags are triggered, if
23 they have a marketer, then they have to not bill
24 on that marketer rate, but go to another table to

[WITNESS PANEL: Enderwick|Harris|Noonan]

1 bill on the default service rate.

2 Q That seems pretty standard to me. Ms. Enderwick,
3 did your programmers have to do anything
4 different than that kind of analysis and
5 decision-making?

6 A (Enderwick) No, that was similar. I believe that
7 we had some existing code that possibly Liberty
8 did not. For some of that processing, we had
9 already had in our system.

10 Q Can you tell me which, what kind of the code you
11 already had in your system?

12 A (Enderwick) So, the whole process of looking to
13 see if somebody is on a supplier and looking --
14 comparing the rates, I believe. And I don't want
15 to speak for them. But, again, every system is
16 different.

17 Q Yes. And that's what you already had in place in
18 your system?

19 A (Enderwick) Correct.

20 CMSR. BAILEY: Okay. Thank you. Okay.

21 I think that's it. Thank you.

22 CHAIRWOMAN MARTIN: Commissioner

23 Giaimo.

24 CMSR. GIAIMO: Good morning.

[WITNESS PANEL: Enderwick|Harris|Noonan]

1 WITNESS HARRIS: Good morning.

2 WITNESS ENDERWICK: Good morning.

3 CMSR. GIAIMO: So, I have a couple of
4 questions in order to clarify my understanding.

5 BY CMSR. GIAIMO:

6 Q There was a suggestion that Liberty needs to use
7 a vendor to work on Cogsdale. And that are you
8 precluded from having someone internally working
9 on Cogsdale?

10 A (Harris) On the code, any changes to the core
11 code has to be done by the vendor.

12 Q And that's part of the agreement that you -- that
13 the Company worked through in purchasing Cogsdale
14 or the agreement you have with that company?

15 A (Harris) That's correct.

16 Q Do you know if you're the only utility that finds
17 itself in the situation where you outsourced code
18 to the vendor?

19 A (Harris) I can't answer that question. I'm not
20 an IT expert. But, if there's, you know, the
21 entire -- or, there's several Liberty Utilities
22 companies on the same system. And, if any code
23 changes are needed, they have to follow the same
24 process.

{DE 18-057} {03-04-20}

[WITNESS PANEL: Enderwick|Harris|Noonan]

1 Q Okay. So, Attorney Sheehan said, in his
2 questioning to you, and I think what I heard him
3 say was "there's nothing magical about the
4 \$140,000 number." To me, that sounds like it's
5 arbitrary. Can you help me understand why that
6 number is or is not arbitrary?

7 A (Harris) There was no numbers that were
8 associated to that. I know that, in the
9 settlement discussions and in the Settlement, or
10 proposed Settlement, it indicated that -- that
11 there were additional code changes put in
12 conjunction with the EAP supplier changes. But
13 it had to do with the low income rate and the
14 time-of-use rate, to change that from a manual
15 process to an automated process.

16 Q Okay. So, is there a way of -- is the suggestion
17 that there are certain benefits that are going to
18 flow beyond the EAP, and, as such, the costs
19 should be recovered differently than through this
20 mechanism?

21 A (Harris) Yes.

22 Q Okay. When were the upgrades put into service?
23 My question is for both.

24 A (Enderwick) October 1st, 2018.

[WITNESS PANEL: Enderwick|Harris|Noonan]

1 A (Harris) December 2018.

2 Q And have you received any feedback as to whether
3 the upgrades have been successful and, in fact,
4 are working?

5 A (Enderwick) Yes.

6 A (Harris) Yes.

7 Q Okay. Do we know if any low income customers
8 have begun taking advantage of the competitive
9 market in response to the putting in of the
10 software?

11 A (Enderwick) That I don't know, I'm sorry. We
12 could find that out.

13 A (Harris) We have under 100 customers on EAP with
14 a marketer, low income rate with a marketer.

15 Q Okay. Has that number grown since December?

16 A (Harris) I would say it's probably about the
17 same.

18 CMSR. GIAIMO: Okay. All right.

19 That's all the questions I have. Thank you.

20 CHAIRWOMAN MARTIN: Okay. Thank you.

21 BY CHAIRWOMAN MARTIN:

22 Q Ms. Harris, I'm looking at Page 6, I believe, of
23 the Settlement Agreement with the table that
24 we've all been looking at. And there are costs

[WITNESS PANEL: Enderwick|Harris|Noonan]

1 in your "Actual" column for "Labor-Corporate" and
2 then "New Hampshire". And, then, in your
3 "Revised" column, those numbers go down. So, I
4 just want to be clear. The actual numbers
5 related to this are, for Corporate, \$347, and,
6 for New Hampshire, 6,515?

7 A (Harris) Yes. That was -- that was that project
8 that was misassigned.

9 Q Okay. And could you just describe what, even at
10 the 6,900 number approximately, what that covers?

11 A (Harris) It covers requirement gathering,
12 testing, and implementation.

13 Q Done by Liberty itself?

14 A (Harris) Correct.

15 CHAIRWOMAN MARTIN: Okay. That's my
16 only question.

17 Is there follow-up from the utilities or
18 the Staff?

19 MS. SCHWARZER: I have a point of
20 clarification. I believe Commissioner Giaimo
21 asked Liberty if the difference between the 160
22 and the 140 ought to be recovered in the rate
23 case. And it is certainly Liberty's position
24 that it ought to be.

1 But, in our Settlement Agreement, on
2 Page 3, we have, as part of the Agreement, the
3 Parties agreed that this Settlement would not be
4 construed to imply that, by Staff or OCA, that
5 recovery -- about whether those costs should be
6 recovered or not. And that matter is left totally
7 open, to be addressed in the rate case. Just a
8 point of clarification.

9 CMSR. GIAIMO: Thank you.

10 CHAIRWOMAN MARTIN: Okay. So, we have
11 no objection on any of the exhibits. So, we will
12 strike ID on those, and they will be admitted as
13 full exhibits.

14 And, then, I think we'll go to sum up,
15 starting with Ms. Shute.

16 MS. SHUTE: Thank you, Commissioners.

17 The Office of the Consumer Advocate
18 supports the Settlement Agreement as filed. The
19 Energy Assistance Program is important to low
20 income residential ratepayers, and ensuring that
21 those ratepayers can also engage in the advantage
22 of the competitive supply is a matter of fairness,
23 and justified the expense to the EAP fund.

24 The recommendation of the Electric

1 Assistance Advisory Board for the supplement
2 software implementation was based on the necessity
3 for consolidated billing to facilitate this equity
4 opportunity.

5 The order required that we determine
6 prudence and reasonableness in this docket. The
7 audit report in 19-064 assigned evaluation of this
8 entire amount to this case, to 18-057, with
9 removal from the rate case. We have diligently
10 investigated the costs that Eversource and Liberty
11 have been seeking through recovery.

12 We recommended and settled at 140K as
13 suggested, because there were a portion of the
14 costs that were not specifically incremental to
15 the EAP program. And we do note that the
16 difference between the 160 and the 195 is still a
17 little bit in limbo. Right? The audit has
18 assigned it to 18-057, and the 18-057 has looked
19 at the costs, it's then been reduced from 195 to
20 160, and we settled on 140 to be recovered through
21 this.

22 So, we will be taking a look at that
23 through the other rate case. And we have
24 communicated with the Company and submitted a

1 request regarding those additional funds.

2 So, in essence, we support this recovery
3 and we support the Settlement Agreement, and
4 recommend your approval.

5 CHAIRWOMAN MARTIN: Thank you.

6 Ms. Schwarzer.

7 MS. SCHWARZER: Thank you.

8 Staff has diligently investigated the
9 request that both Eversource and Liberty made for
10 recovery from the EAP fund in connection with the
11 software work at issue here. There were three
12 technical sessions and multiple data requests in
13 some detail.

14 Based on the work of all of the Parties,
15 Staff recommends that paying Liberty the \$140,000
16 and Eversource 70,345 is just and reasonable, and
17 will -- accurately supports the work that was
18 necessary to achieve the design changes that were
19 necessary to comply with the Commission's order.

20 We particularly want to thank the Office
21 of the Consumer Advocate for the work they did in
22 the discovery requests, and all parties worked
23 hard to reach this agreement.

24 Thank you.

1 CHAIRWOMAN MARTIN: Thank you.

2 Ms. Chiavara.

3 MS. CHIAVARA: Yes. Just echoing the
4 previous comments, Eversource followed the
5 Advisory Board's recommendation for implementing
6 software modifications to accommodate applying
7 the EAP discount to customers' energy supplier
8 charges, even for those customers that were
9 getting their supply from competitive suppliers.

10 And that all Parties to this Settlement
11 Agreement enter them into with good faith. And we
12 respectfully request that the Commission approve
13 and execute this Settlement Agreement.

14 Thank you.

15 CHAIRWOMAN MARTIN: Thank you.

16 Mr. Sheehan.

17 MR. SHEEHAN: Thank you.

18 Recalling that this started with an
19 April 2018 recommendation to the Commission to do
20 this project, and that recommendation included
21 Liberty's estimate of \$180,000 to do the work.
22 The Commission approved that recommendation in its
23 order, aware of the estimate that we made. The
24 Company came in well under that estimate, at

1 \$160,000. And due to the fact that some of the
2 computer work done may not be directly related to
3 adjusting the rate for a supplier, some of the
4 work had to be done for adjusting the time-of-use
5 calculations for EAP customers. There was some
6 gray there. And the Parties discussed that gray,
7 whether it would be -- fall squarely under the
8 recommendation order, or whether it should be
9 treated a little bit separately. That's where the
10 source of the agreement came from.

11 There was not precise itemization where
12 we could deduct X dollars, so we agreed that 140
13 would be a reasonable approximation of the costs
14 that were directly in the four corners of the
15 recommendation and order. So, that's sort of a
16 high-level history of how we got here.

17 And I support and echo the other
18 parties. And, so, we ask you to approve this as a
19 just and reasonable resolution of this matter.

20 Thank you.

21 CHAIRWOMAN MARTIN: Okay. Thank you
22 very much. We are going to close the record
23 then. We'll take the matter under advisement,
24 and we will issue an order as soon as we can.

1 And thank you, everyone, as always, for
2 working hard together to reach agreement. We're
3 adjourned.

4 ***(Whereupon the hearing was***
5 ***adjourned at 10:41 a.m.)***

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