

**STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION**

DW 10-090

**Pittsfield Aqueduct Company, Inc.
Distribution Rate Case**

**NEW HAMPSHIRE OFFICE OF THE CONSUMER ADVOCATE'S
MOTION TO AMEND, ALTER OR CLARIFY ORDER NO. 25,279**

NOW COMES the New Hampshire Office of the Consumer Advocate (“OCA”) and respectfully requests that the New Hampshire Public Utilities Commission (“Commission”) amend, alter or clarify Order No. 25,279 (October 21, 2011) (“Order”), which approved, *inter alia*, recovery by Pittsfield Aqueduct Company, Inc. (PAC) of certain rate case expenses. In support of its request for relief, the OCA states the following facts and law:

1. RSA 365:28 authorizes the Commission to “alter, amend ... or otherwise modify any order made by it.”
2. The Order contains two typographical errors, which the OCA requests the Commission to correct. The Company does not object to this request.
3. The Order also includes language in one sentence, which, in lieu of seeking reconsideration, the OCA requests the Commission delete. The Company does not object to this request.
4. Specifically, on page 2 of the Order, the last sentence in the second full paragraph states: “On August 9, 2011, the OCA filed its response to the PAC request for rate case expenses, to which the OCA replied on august (sic.) 19, 2011.” According to the Commission’s docket book, PAC filed the reply referenced on August 19. Consequently, the OCA requests that the Commission correct the attribution in the Order of the August 19 reply.

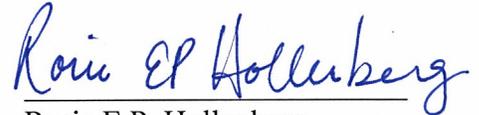
5. Also, on page 5 of the Order, the third sentence in the first full paragraph states: “PAC stated that if the OCA believed PAC should not have filed another rate case, it could have opposed the rate increase rather than agree to it in the settlement agreement.” The OCA was not a signatory to, and did not “agree to” any terms in, the settlement agreement. Further, the Company’s position, at page 8 in its August 19 response, was actually: “If the OCA believed that PAC should not have filed another rate case, it was free to oppose the increase agreed to under the Settlement Agreement.” Consequently, the OCA requests that the Commission strike the language “rather than agree to it in the settlement agreement” from the Order.
6. Lastly, on page 13 of the Order, the fourth sentence in the first full paragraph states: “The Company’s submission to Staff and OCA did not violate the Commission’s rules and was consistent with the Settlement Agreement approved in this case and with past practice.” The OCA disputes a portion of this legal ruling. Specifically, the OCA takes issue with the words “did not violate the Commission’s rules.” In lieu of seeking reconsideration of this legal ruling, however, the OCA respectfully requests the Commission to delete the words “did not violate the Commission’s rules and” from this sentence.
7. Puc 203.02 requires copies of filings in adjudicative proceedings to be filed with the Executive Director and provided to the entire service list. It is not contested that 1) these are adjudicative proceedings and that the Commission’s decision on rate case expenses occurred within the context of these proceedings; 2) that the Company’s calculation of rate case expenses was filed within the context of this adjudicative proceeding; 4) that the

- Company only provided its rate case proposal to the Staff at the PUC and the OCA; and
- 5) that the Company did not seek a waiver of any PUC rules.
8. It is also not contested that the manner in which the Company provided its rate case proposal was consistent with the terms of the settlement agreement in this proceeding as well as with past practice at the Commission.
 9. Consequently, the OCA respectfully requests that the Commission delete the words “did not violate the Commission’s rules and” from the fourth sentence in the first full paragraph on page 13 of the Order. This amendment or alteration of the Order will leave intact the remainder of the Commission’s legal ruling that, “The Company’s submission to Staff and OCA was consistent with the Settlement Agreement approved in this case and with past practice.”
 10. The amendment or alteration requested is consistent with the Company’s position on this issue in its August 19 Response (to the OCA’s Response to the Company’s Rate Case Expense filing with Staff). Therein, the Company’s contended that its Rate Case Expense submission was consistent with the approved Settlement Agreement and consistent with past practices of the Commission. Company’s August 19 Response at pp. 2-4.
 11. The Company does not object to any of the relief requested by the OCA.
 12. The OCA provided a draft of this motion to the Staff on Monday, November 14, 2011, and asked for its position. The Staff has not responded to the OCA.
 13. Today, the OCA provided a copy of this motion to counsel for the Town of Pittsfield and asked for its position, but I have not received a response. The Town of Pittsfield did not take a position on rate case expenses in this docket.

WHEREFORE, the OCA respectfully requests that the Commission grant the following relief:

- A. Correct the typographical errors as described in this motion;
- B. Delete the words "did not violate the Commission's rules and" from the fourth sentence in the first full paragraph on page 13 of Order No. 25,279; and
- C. Grant such other and further relief as it may determine to be consistent with the public interest.

Respectfully submitted,



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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing pleading was forwarded this 17th day of November 2011 to the service list by electronic mail.



Rorie E.P. Hollenberg